



CITY COUNCIL MEETING AGENDA

Monday, October 09, 2023

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, October 9, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PROCLAMATIONS/PRESENTATIONS:

1. Officer Sean Smallen Oath of Office

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve minutes for Monday, September 25, 2023 Worksession and Regular meetings and acknowledge summary for Monday, September 25, 2023 Closed meeting.

VERIFIED CLAIMS:

3. Approve the verified claims for the period September 19, 2023 to October 2, 2023 in the total amount of \$1,128,024.90.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. June 7, 2023 PUC Meeting
June 28, 2023 Human Rights Commission Meeting
July 5, 2023 Arts & Culture Commission Meeting
July 6, 2023 Planning Commission Meeting
July 12, 2023 PUC Meeting
July 20, 2023 Police Community Advisory Board
August 9, 2023 Library Board Meeting
August 10, 2023 GREDA Meeting
August 15, 2023 Golf Board Meeting
August 16, 2023 PUC Meeting
August 24, 2023 GREDA Meeting
August 30, 2023 Human Rights Commission Meeting

CONSENT AGENDA:

- [5.](#) Consider updating the State Plan of Operations agreement and addendum between the State of Minnesota and the Grand Rapids Police Department
- [6.](#) Consider adopting a resolution approving 2023 budget amendments for the Civic Center salary adjustments.
- [7.](#) Consider accepting resignation of Mark Gothard from the Planning Commission and authorize filling the vacancy.
- [8.](#) Consider the renewal of the Group Vision Care Plan through Avesis.
- [9.](#) Consider approving temporary liquor license for Itasca Curling Association
- [10.](#) Consider adopting a resolution establishing the official polling places for Grand Rapids Precincts One, Two, Three and Four
- [11.](#) Consider the adoption of a resolution authorizing an application to the MN Dept. of IRRR Development Partnership Grant Program for the Workforce Housing Pre-development Project.
- [12.](#) Consider approving a donation agreement with Grand Itasca Clinic & Hospital
- [13.](#) Consider the adoption of a resolution issuing an order to raze or remove structures upon property located at 3321 River Road, Grand Rapids, MN
- [14.](#) Consider the adoption of a resolution issuing an order to raze or remove structures upon property located at 914 Clover Lane, Grand Rapids, MN
- [15.](#) Consider entering into a service agreement with ESC to monitor the new fire alarm panel at the IRA Civic Center.
- [16.](#) Consider awarding contracts to Casper Construction for the Fairgrounds Pond and TNT Construction for the Eagles Pond revitalization.
- [17.](#) Consider approving change orders for Civic Center Project.
- [18.](#) Consider accepting a quote from Gartner Controls for Civic Center door access.
- [19.](#) Make a motion to authorize Grand Rapids Police Department to apply for and accept \$723.50 from the 2023 Patrick Leahy Bulletproof vest Program and to adopt a resolution accepting the same.
- [20.](#) Consider approval of subordination agreements in favor of National Bank of Commerce, Hibbing Branch.
- [21.](#) Consider hiring Civic Center Maintenance employee.

SET REGULAR AGENDA:

CIVIC CENTER & PARKS:

- [22.](#) Consider passing a resolution accepting a donation from Thunder Fastpitch to cover the cost of installing an outfield fence at the Grand Rapids Sports Complex.

- [23.](#) Consider approving an Arena Host Letter of Understanding with Minnesota Hockey to host the State AA Bantam Tournament in March 15 – 17, 2024.
- [24.](#) Consider entering into an Interim Naming Rights Agreement with Yanmar Compact Equipment North America (CENA), effective Nov. 1, 2023.

POLICE:

- [25.](#) Consider authorizing the police department to apply for a donation from ‘Spike’s K9,’ for a K9 ballistic vest for K9 “Murphy,” and adopt a resolution to accept the same.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, OCTOBER 23, 2023, AT 5:00 PM

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

MEETING PROTOCOL POLICY: Please be aware that the Council has adopted a Meeting Protocol Policy which informs attendees of the Council’s desire to conduct all City meetings in an orderly manner which welcomes all civil input from citizens and interested parties. If you are unaware of the policy, copies (orange color) are available in the wall file by the Council entrance.

ATTEST: Kimberly Gibeau, City Clerk



Grand Rapids Police Department Oath of Office

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



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

CITY COUNCIL WORKSESSION MINUTES
Monday, September 25, 2023
4:30 PM

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

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

STAFF: Tom Pagel, Chad Sterle, Barb Baird, Matt Wegwerth, Rob Mattei

BUSINESS:

1. ISD 318 Referendum Presentation - Matt Grose

Kara Lundin, ISD 318, presented information related to the referendum in November 2023.

REVIEW OF REGULAR AGENDA:

Upon review, no changes or additions are noted.

There being no further business, the meeting adjourned at 5:05 PM.

Respectfully submitted:

Kimberly Gibeau

Kimberly Gibeau, City Clerk



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

CITY COUNCIL CLOSED MEETING SUMMARY
Monday, September 25, 2023

Mayor Christy called the meeting to order 6:15 PM.

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

STAFF: Chad Sterle, Kimberly Gibeau

BUSINESS:

Mayor Christy stated the purpose of the meeting and called for a motion to close the meeting.

Motion made by Councilor Connelly, Second by Councilor Sutherland to close the meeting. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

1. Conduct a closed meeting to discuss labor negotiations as per MN State Statute 13D.03, Subd.1.

Conducted discussion relative to labor negotiations. A closed meeting will be held on Monday, October 9, 2023 to continue discussion.

Motion made by Councilor Connelly, Second by Councilor Sutherland to close the closed meeting. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

There being no further business, the meeting adjourned at 6:56 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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

CITY COUNCIL MEETING MINUTES

Monday, September 25, 2023

5:00 PM

Mayor Christy called the meeting to order at 5:10 PM.

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

STAFF: Tom Pagel, Chad Sterle, Barb Baird, Andy Morgan, Brian Mattson, Matt Wegwerth, Rob Mattei

PROCLAMATIONS/PRESENTATIONS:

1. Walk and Bike to School Day Proclamation

Mayor Christy read the proclamation into the record.

PUBLIC FORUM:

No one from the public was present to speak.

COUNCIL REPORTS:

Councilor Sutherland noted that he attended a meeting with Mesabi Metallica and provided overview of discussion, including their hope to be producing pellets by April 2026.

APPROVAL OF MINUTES:

2. Approve minutes from the September 11, 2023 Worksession and Council Meeting.

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

VERIFIED CLAIMS:

3. Approve the verified claims for the period September 6, 2023 to September 18, 2023 in the total amount of \$2,684,840.76 of which \$14,526.25 are debt service payments.

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

CONSENT AGENDA:

4. Consider accepting the low quote from Keller Fence to install a new outfield fence to accommodate girls fastpitch softball at the Grand Rapids Sports Complex.
5. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
6. Consider authorizing the police department to apply for and accept a 2023-2024 Toward Zero Deaths (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety in the amount of \$52,800.00 and consider adopting a resolution to accept the same.

Adopted Resolution 23-62

7. Consider hiring a Civic Center PT Maintenance employee
8. Consider approving four new policies for the Grand Rapids Police Department to comply with MN POST Boards mandated policies
9. Consider authorizing Human Resources to begin the process of advertising and hiring for the open position of Security Officer.
10. Consider entering into an Advertising Agreement with a business at the IRA Civic Center.
11. Consider approving Policy 325 Naloxone policies for the Grand Rapids Police Department
12. Consider change orders related to the IRA Civic Center Project

Motion made by Councilor Connelly, Second by Councilor Adams to approve the Consent agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

SET REGULAR AGENDA:

Motion made by Councilor Connelly, Second by Councilor Adams to set the Regular agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

CIVIC CENTER & PARKS:

13. Consider passing a resolution accepting donations from the City of Cohasset, Harris Township, and the Greater Pokegama Lake Association for financial assistance with the July 4th Fireworks Display.

Administrator Pagel presented resolution, acknowledging donors of funds to be used towards annual fireworks display.

Motion made by Councilor Adams, Second by Councilor Connelly to **adopt Resolution 23-63**, accepting donations for July 4th Fireworks display. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

FINANCE:

14. Consider approving a resolution adopting the 2023 proposed levy/collectable 2024.

Finance Director Barb Baird reviews proposed Levy for 2024 and recommends adoption of resolution. Also noted is the required public meeting and recommendation to set for December 4, 2023 at 7:00 pm and set December 18, 2023 as date to adopt final budget and levy.

Motion made by Councilor Connelly, Second by Councilor Sutherland to **adopt Resolution 23-64**, proposed levies payable in 2024. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

POLICE:

15. Consider adopting a resolution to accept a \$1,800 donation from the Itasca County Agricultural Association, for the Grand Rapids Police Reserve Unit, for volunteer services at 2023 Itasca County Fair .

Motion made by Councilor Sutherland, Second by Councilor Connelly to **adopt Resolution 23-65**, donation from ICAA for the Police Reserve Program. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

16. Consider adopting a resolution to accept a \$1,000 donation to Grand Rapids Police Department from Paul Bunyan Communications.

Motion made by Councilor Connelly, Second by Councilor Adams to **adopt Resolution 23-66**, donation from Paul Bunyan to Grand Rapids PD. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:00 PM)

17. Consider conducting a public hearing for final special assessments related to CP 2003-18, 21st Street SW Extension

Mayor Christy stated the purpose of the public hearing. Clerk Gibeau noted that all required notifications have been made and no correspondence has been received by the Clerk's office.

Mr. Wegwerth presented background on proposed project.

Motion made by Councilor Connelly, Second by Councilor Adams to open the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

No one wished to speak, therefore the following motion was made.

Motion made by Councilor Adams, Second by Councilor Connelly to close the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor

Sutherland

ENGINEERING PUBLIC WORKS:

18. Consider approving a resolution adopting final special assessments related to CP 2003-18, 21st Street SW Extension

Mr. Wegwerth states that final notices will be mailed within next two weeks.

Motion made by Councilor Connelly, Second by Councilor Adams to **adopt Resolution 23-67**, adopting assessments for CP 2003-18, SW 21st Street extension. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:00 PM)

19. Conduct a public hearing to consider the establishment of TIF District 1-14 and approval of a tax abatement; L&M Supply Distribution Center

Mayor Christy stated the purpose of the public hearing. Clerk Gibeau noted that all required notifications have been made and no correspondence has been received by the Clerk's office.

Mr. Mattei provides information regarding project and TIF funding request.

Motion made by Councilor Adams, Second by Councilor Connelly to open the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

No one wished to speak, therefore the following motion was made.

Motion made by Councilor Connelly, Second by Councilor Adams to close the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

COMMUNITY DEVELOPMENT:

20. Consider adopting a resolution approving a modification to the development program for the Municipal Development District 1 and the establishment of Tax Increment Financing District No. 1-14: L&M, and a Tax Increment Plan therefore.

Motion made by Councilor Adams, Second by Councilor Sutherland to **adopt Resolution 23-68**, approving modification to development program for Municipal Development Dist. 1 and establish TIF District #1-14: L&M and Tax Increment Plan. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

21. Consider the adoption of a resolution granting a property tax abatement for certain property in the City.

Motion made by Councilor Connelly, Second by Councilor Sutherland to **adopt Resolution 23-69**, granting property tax abatement for certain property in the City of Grand Rapids. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

22. Consider the adoption of a resolution authorizing interfund loan for advance of certain costs in connection with Tax Increment Financing District No. 1-14: L&M

Motion made by Councilor Adams, Second by Councilor Connelly to **adopt Resolution 23-70**, authorizing interfund loan, advance of certain costs connected with TIF Dist. 1-4: L&M. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:07 PM.

Respectfully submitted:


Kimberly Gibeau, City Clerk

DATE: 10/05/2023
 TIME: 12:43:39
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/09/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
1205090	LEAGUE OF MINNESOTA CITIES	8,025.34
	TOTAL	8,025.34
CITY WIDE		
0116605	GILBERT HENRY APPLEBEE, JR.	500.00
0221650	BURGGRAF'S ACE HARDWARE	31.98
1015340	RODNEY JEROME JOHNSON, JR	500.00
1309495	MINUTEMAN PRESS	50.00
1915248	SHI INTERNATIONAL CORP	4,690.80
2018225	TREASURE BAY PRINTING	19.50
T001490	ANTHONY DONALD RIVERA	200.00
	TOTAL CITY WIDE	5,992.28
SPECIAL PROJECTS-NON BUDGETED		
0718060	GRAND RAPIDS HERALD REVIEW	343.38
	TOTAL SPECIAL PROJECTS-NON BUDGETED	343.38
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
	TOTAL ADMINISTRATION	1,600.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	60.82
0920060	ITASCA COUNTY TREASURER	205.79
1309495	MINUTEMAN PRESS	170.08
	TOTAL BUILDING SAFETY DIVISION	436.69
COMMUNITY DEVELOPMENT		
0715808	GOVCONNECTION INC	218.41
0718060	GRAND RAPIDS HERALD REVIEW	189.11
0920060	ITASCA COUNTY TREASURER	281.81
	TOTAL COMMUNITY DEVELOPMENT	689.33
COUNCIL/COMMISSION/BOARDS		

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 10/09/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
COUNCIL/COMMISSION/BOARDS		
1205090	LEAGUE OF MINNESOTA CITIES	4,012.66
TOTAL COUNCIL/COMMISSION/BOARDS		4,012.66
FINANCE		
1309332	MN STATE RETIREMENT SYSTEM	1,257.96
TOTAL FINANCE		1,257.96
FIRE		
0118100	ARAMARK UNIFORM SERVICES	31.68
0218350	BRIER CLOTHING	389.80
0920060	ITASCA COUNTY TREASURER	110.74
1301014	MACQUEEN EMERGENCY GROUP	2,246.45
1309495	MINUTEMAN PRESS	161.50
1321527	MUNICIPAL EMERGENCY SERVICES	1,775.00
TOTAL FIRE		4,715.17
INFORMATION TECHNOLOGY		
0221650	BURGGRAF'S ACE HARDWARE	44.99
1405735	NETWRIX CORPORATION	1,947.96
TOTAL INFORMATION TECHNOLOGY		1,992.95
PUBLIC WORKS		
0103325	ACHESON TIRE INC	135.00
0121721	AUTO VALUE - GRAND RAPIDS	85.48
0221650	BURGGRAF'S ACE HARDWARE	525.75
0301685	CARQUEST AUTO PARTS	282.19
0409125	DIAMOND VOGEL	1,135.00
0415525	DONDELINGER DODGE	692.36
0601690	FASTENAL COMPANY	709.62
0920060	ITASCA COUNTY TREASURER	831.91
1115230	KEVIN KOETZ	400.00
1200500	L&M SUPPLY	143.87
1201420	LAKE STATES CONSTRUCTION LLC	4,470.00
1201730	LATVALA LUMBER COMPANY INC.	710.22
1303039	MCCOY CONSTRUCTION & FORESTRY	120.41
1309148	MINNESOTA BACKFLOW TESTING	554.00
1415544	NORTHLAND PORTABLES	1,921.00
1421700	NUSS TRUCK GROUP INC	61.60

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 10/09/2023

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1621125	PUBLIC UTILITIES COMMISSION	2,000.00
1900225	SEH	933.75
1911545	SKOGLUND ELECTRIC LLC	4,043.53
2018560	TROUT ENTERPRISES INC	525.00
2209421	VIKING ELECTRIC SUPPLY INC	129.09
TOTAL PUBLIC WORKS		20,409.78
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	220.05
0920060	ITASCA COUNTY TREASURER	109.81
1303039	MCCOY CONSTRUCTION & FORESTRY	254.52
1500700	OSI ENVIRONMENTAL BR 50	100.00
TOTAL FLEET MAINTENANCE		684.38
POLICE		
0103325	ACHESON TIRE INC	745.88
0121721	AUTO VALUE - GRAND RAPIDS	599.94
0218350	BRIER CLOTHING	30.00
0301685	CARQUEST AUTO PARTS	873.50
0409501	JOHN P. DIMICH	4,583.33
0512350	ELITE K-9, INC	8.00
0601346	FAIRVIEW HEALTH SERVICES	773.00
0920060	ITASCA COUNTY TREASURER	4,987.78
1105445	DR MICHAEL KELLER, PHD	650.00
1618125	PRAXAIR DISTRIBUTION INC	91.91
TOTAL POLICE		13,343.34
RECREATION		
2500050	ITASCA COUNTY FAMILY YMCA INC	2,000.00
TOTAL RECREATION		2,000.00
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	64.09
0218745	ASHLEY BRUBAKER	243.27
0718010	CITY OF GRAND RAPIDS	4,500.00
1801555	RAPID PEST CONTROL INC	70.00
2018680	TRU NORTH ELECTRIC LLC	400.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/09/2023

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
TOTAL		5,277.36
AIRPORT		
0920060	ITASCA COUNTY TREASURER	114.91
2018680	TRU NORTH ELECTRIC LLC	100.00
TOTAL		214.91
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118230	ARENA WAREHOUSE, LLC	2,580.00
0205153	BECKER ARENA PRODUCTS INC	943.44
0221650	BURGGRAF'S ACE HARDWARE	341.81
0315455	COLE HARDWARE INC	27.98
0805640	HERC-U-LIFT INC	344.66
TOTAL GENERAL ADMINISTRATION		4,237.89
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
0920060	ITASCA COUNTY TREASURER	192.85
TOTAL		222.85
GO IMPRV RECONST BONDS 2013B		
0508450	EHLERS AND ASSOCIATES INC	1,000.00
TOTAL		1,000.00
GENERAL CAPITAL IMPRV PROJECTS		
2022-1 HIGHWAY 2 LIGHTING		
1900225	SEH	7,396.11
TOTAL 2022-1 HIGHWAY 2 LIGHTING		7,396.11
MAY MOBILITY		

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 10/09/2023

VENDOR #	NAME	AMOUNT DUE
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1301895	MAY MOBILITY, INC	162,908.33
TOTAL MAY MOBILITY		162,908.33
GR/COHASSET IND PK INFRAST		
1900225	SEH	49,896.00
2000522	TNT CONSTRUCTION GROUP, LLC	87,215.70
TOTAL		137,111.70
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
0914735	INTOXIMETERS INC	1,625.00
1809205	RIDES LLC	3,728.99
TOTAL CAPITAL OUTLAY-POLICE		5,353.99
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-4 HANGAR UTILITIES		
1900225	SEH	9,892.50
TOTAL AP 2023-4 HANGAR UTILITIES		9,892.50
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0914540	INNOVATIVE OFFICE SOLUTIONS LL	5,182.77
TOTAL CP2020/FD-1 NEW FIRE HALL		5,182.77
2023-5 LIBRARY FACADE RPR PJT		
0221300	BUILDING RESTORATION CORP	96,645.40
TOTAL 2023-5 LIBRARY FACADE RPR PJT		96,645.40
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0218115	BRAUN INTERTEC CORPORATION	6,625.00
0900054	ICS CONSULTING LLC	68,263.67
1618570	PRO-MAX MACHINE, LLC	4,930.00

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 10/09/2023

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
2305125	WEBSTaurant STORE LLC	9,481.80
TOTAL IRA CIVIC CENTER RENOVATION		89,300.47
2022 INFRASTRUCTURE/ARPA		
FOREST LK UTILITY EXTENSIONS		
1900225	SEH	3,696.00
TOTAL FOREST LK UTILITY EXTENSIONS		3,696.00
21ST STREET IMPROVEMENTS		
0718060	GRAND RAPIDS HERALD REVIEW	592.00
TOTAL 21ST STREET IMPROVEMENTS		592.00
2023 INFRASTRUCTURE BONDS		
CP2015-1 SYLVAN BAY OVR/UTIL		
1900225	SEH	36,378.39
TOTAL CP2015-1 SYLVAN BAY OVR/UTIL		36,378.39
STORM WATER UTILITY		
0401425	DAKOTA SUPPLY GROUP	2,782.04
0514798	ENVIRONMENTAL EQUIPMENT AND	3,576.14
0920060	ITASCA COUNTY TREASURER	474.81
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
2018560	TROUT ENTERPRISES INC	75.00
TOTAL		9,107.99
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$640,021.92
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0113105	AMAZON CAPITAL SERVICES	498.26
0205640	LEAGUE OF MN CITIES INS TRUST	51.00
0305530	CENTURYLINK QC	48.72
0309600	CIRCLE K/HOLIDAY	140.53
0315454	TRAVIS COLE	69.00
0514730	ENTERPRISE FM TRUST	5,669.22
0605191	FIDELITY SECURITY LIFE	106.54
0609685	FIREMEN'S RELIEF ASSOCIATION	146,628.57

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 10/09/2023

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0718015	GRAND RAPIDS CITY PAYROLL	298,696.22
0718070	GRAND RAPIDS STATE BANK	615.60
0805358	JACKIE HEINRICH	183.92
0920036	ITASCA COUNTY ATTORNEY OFFICE	3,067.25
0920055	ITASCA COUNTY RECORDER	368.00
1115550	KOOTASCA COMMUNITY ACTION INC	6,280.00
1201402	LAKE COUNTRY POWER	53.46
1305046	MEDIACOM LLC	156.90
1305725	METROPOLITAN LIFE INSURANCE CO	2,138.94
1309199	MINNESOTA ENERGY RESOURCES	1,075.59
1309335	MINNESOTA REVENUE	12,347.00
1309715	AMANDA MITCHELL	115.22
1321750	MUTUAL OF OMAHA	447.36
1601305	THOMAS J. PAGEL	1,073.34
1601740	RENEE PATROW	224.01
1601750	PAUL BUNYAN COMMUNICATIONS	551.62
1621130	P.U.C.	2,455.85
2000100	TASC	33.75
2114360	UNITED PARCEL SERVICE	57.41
2305825	WEX INC	3,249.70
T000520	MAASCH CONSTRUCTION INC	500.00
T001466	BETTY GIGANTE	1,100.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$488,002.98

TOTAL ALL DEPARTMENTS \$1,128,024.90



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING MINUTES

Wednesday, June 07, 2023

4:00 PM

President Stanley called the meeting to order at 4:00 PM.

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith, Commissioner Dale Adams

STAFF: Julie Kennedy, Jean Lane, Steve Mattson

PUBLIC FORUM:

No one from the public was present.

APPROVAL OF MINUTES:

1. Consider a motion to approve the May 4, 2023 Special Work Session Commission Minutes, the May 10, 2023 Regular Meeting Minutes, the May 17, 2023 Closed Meeting Minutes, and the May 17, 2023 Regular Work Session Minutes.

Motion made by Commissioner Smith, Seconded by Commissioner Adams to approve the minutes as presented. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

VERIFIED CLAIMS:

2. Consider a motion to approve \$873,250.07 of verified claims for May 2023.

Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approved the verified claims as presented. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

COMMISSION REPORTS:

Commissioner Adams reported on the City's involvement in the County's Airport Road & River Road roundabout project which will remove the only traffic signal under the City's financial obligation. Commissioner Adams also reported on May Mobility's goMARTI, an experimental project with 5 autonomous vehicles to improve transportation accessibility in the community. The city just received notice from US Senators Smith and Klobuchar that an additional \$9M will be provided to continue to regionally expand the project beyond Grand Rapids.

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve the consent agenda as presented. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

3. Consider a motion to authorize the sale and/or disposal of surplus property.

Approved on consent agenda.

4. Consider a motion to approve the procurement contract with Nelson Roofing for re-roofing the north portion of the GRPU Combined Service Center (CSC) for \$101,897 and authorize the General Manager to sign the contract.

Approved on consent agenda.

5. Consider a motion to ratify the procurement contract with Itasca Painting for painting the CSC back hallway for \$5,393.

Approved on consent agenda.

6. Consider a motion to ratify the procurement contract with Electric Pump for the rebuilding of the Flygt pumps for the domestic lift station for \$19,278.

Approved on consent agenda.

7. Consider a motion to ratify the procurement contract with Lake Country Lawn and Snow for lawn mowing services for W-WW and Electric departments for \$10,500.

Approved on consent agenda.

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

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the regular agenda as presented. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

SAFETY REPORT:

8. Reviewed Safety Monthly Report

ADMINISTRATION:

9. Consider a motion to approve a Memorandum of Understanding (MOU) to modify Article 4, Section 1 of the 2021-2023 Collection Bargaining Agreement (CBA) between Grand Rapids Public Utilities Commission (GRPUC) and the American Federation of State, County & Municipal Employees (AFSCME).

Motion made by Commissioner Saxhaug, Seconded by Commissioner Adams to approve a MOU to modify Article 4, Section 1 of the 2021-2023 CBA between GRPUC and AFSCME to provide Juneteenth as a paid holiday to all GRPUC employees. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

10. Consider a motion to approve a Memorandum of Understanding (MOU) to modify Article 17, Section 5 of the 2021-2023 Collection Bargaining Agreement (CBA) between Grand Rapids Public Utilities Commission (GRPUC) and the American Federation of State, County & Municipal Employees (AFSCME).

Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve a MOU to increase the 2023 wages set forth in Article 17, Section 5 of the 2021-2023 CBA between GRPUC and AFSCME by 2.5% for all employees covered by the CBA. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

11. Consider a motion to approve a 2.5% wage increase for exempt non-management employees, a 3% wage increase for exempt management employees, excluding the General Manager, effective July 1, 2023 and approve June 19 as a paid holiday for exempt employees.

Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug to approve a 2.5% wage increase for exempt non-management employees, a 3% wage increase for exempt management employees, excluding the General Manager, effective July 1, 2023 and approve June 19 as a paid holiday for exempt employees. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

12. Reviewed Administration Monthly Report

BUSINESS SERVICES DEPARTMENT:

13. Reviewed Business Services Monthly Report

ELECTRIC DEPARTMENT:

14. Reviewed Electric Utility Monthly Report

WATER AND WASTEWATER DEPARTMENT:

15. Reviewed Water Utility Monthly Report
16. Reviewed Wastewater Utility Monthly Report

DEPARTMENT HEAD PRESENTATION:

17. Water/Wastewater Manager Steve Mattson gave the Department Head presentation.

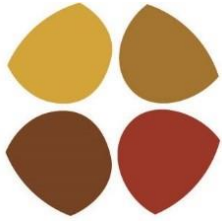
ADJOURNMENT:

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

Respectfully submitted,



Julie Kennedy, General Manager



CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, June 28, 2023
4:00 PM

MISSION STATEMENT

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

CALL TO ORDER: Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Wednesday, June 28, 2023 at 4:00PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

ROLL CALL:

PRESENT: Commissioner Angella Erickson, Commissioner Bernadine Joselyn, Commissioner Doug Learmont, Commissioner Tasha Connelly, Commissioner Ashley Goodman, Commissioner Edward Krumpotich, Commissioner Amanda Lussier, Commissioner Joan Gunderman

CITY STAFF PRESENT: City Attorney Chad Sterle

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

None.

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

Motion made by Commissioner Gunderman, Seconded by Commissioner Goodman to approve the agenda as presented. All in favor, Motion passed.

PRESENTATION:

City Attorney Chad Sterle discussed the State of Minnesota Open Meeting Law to the Commission.

1. Monthly Speaker – July: None

APPROVE MINUTES:

2. Approve the June 7, 2023, Special Meeting Minutes

Motion made by Commissioner Erickson, Seconded by Commissioner Joselyn to approve the minutes for the Special Meeting held on June 7th, 2023. All in favor, motion passed.

FINANCIALS:

3. Review June Financials - there has been no change.

BUSINESS:

4. Review Grand Rapids Virtual Meeting Policy

City Attorney Chad Sterle discussed the State's Virtual Meeting Policy.

5. Possible Meeting Date/Time Change & ICTV

Human Resource Officer Chery Pierzina will be bringing this to the Commission regarding the potential of ICTV covering the Human Rights Commission Meetings. This may also depend on their staff availability and the possibility of the Commission to change their monthly meeting day. More information to follow.

6. Training Opportunities

The Commissioners are to look at the document that was brought to the Commission last year by Commissioners Joselyn and Learmont and decide what interests them and where they would like to focus their training.

7. Workplan Review

- A) Current
- B) Quarter 3
- C) Quarter 4

A) It's still Quarter 2 and Juneteenth will be discussed in the Work Group agenda item. Comments were that the Commission has to contact Public Works ahead of time to have the banner put up for Juneteenth.

B) Quarter 3 Programming and Presentation Updates and Educational Opportunities. Outreach should begin for these items.

C) Discuss Quarter 4 which includes Indigenous Peoples Day and the Human Rights Awareness Day. Collaboration for Indigenous People's Day was mentioned and Commissioner Joselyn will be speaking with the Arts and Culture Commission.

UPDATES:

8. Work Groups

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

A) The Community Event Work Group had brochures made for the Juneteenth Holiday which they distributed in high traffic areas. The banner didn't automatically go up and the Commission needs to call Public Works a week prior to put it up.

There will be an update at the next meeting from the Work Group on the Indigenous People's Day Event where the Commission will be taking the lead and discuss collaborating with the Arts & Culture Commission.

B) Discussed Demographic Data that showed percentages of population in the Community/Area from the 2020 Census. There were several areas of interest such as Disabilities, Poverty and Income Levels, Gender Gaps and Housing.

C) Programming & Presentations Discussion. School outreach and check on quote for retractable stands.

9. Juneteenth

Commissioner Krumpotich had to leave the meeting at 5:10 and the Commission Vice Chair Erickson will proceed with the meeting, there was still a quorum.

Review of Juneteenth has been discussed throughout the meeting, but it was said that the Work Group did a good job in a short amount of time and also with the distribution of the brochures in the high traffic areas. The brochures can be used for next year as well.

10. Pride Month: No discussion.

CALLS/COMPLAINTS/INQUIRIES: None.

SET AGENDA FOR NEXT MEETING:

BUSINESS:

4. Training
5. Workplan Review
 - A) Current Quarter 3
 - B) Quarter 4

UPDATES:

6. Work Groups
 - A) Community Event Work Group; Joselyn, Lussier, Goodman and Gunderman
 - B) Data & Demographics; Erickson, Krumpotich and Learmont
 - C) Programming & Presentations; Joselyn, Krumpotich and Erickson
7. Indigenous People's Day

ADJOURN:

Motion made by Commissioner Connelly, Seconded by Commissioner Goodman to adjourn at 5:25pm. All in favor, Motion passed.

Attest and respectfully submitted by Cynthia Lyman



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

ARTS & CULTURE COMMISSION
MEETING MINUTES
Wednesday, July 05, 2023
3:45 PM

CALL TO ORDER:

The Arts & Culture Meeting was called to order by Commission Chair Hedlund at 3:54pm.

ROLL CALL:

PRESENT: Commissioner Ed Zabinski, Commissioner Jennifer Gorman, Commissioner Kari Hedlund, Commissioner Myrna Peterson, Commissioner Aaron Squadroni, Commissioner Amanda Lamppa, Commissioner Angie Miskovich and Commissioner Derek Fox

CITY STAFF: City Administrator Tom Pagel

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

None.

SETTING THE AGENDA:

Motion made by Commissioner Peterson, Seconded by Commissioner Gorman to approve the Agenda as written. All in favor, Motion passed.

CORRESPONDENCE:

None.

APPROVE MINUTES:

1. May 16, 2023 Special Meeting Minutes

Motion made by Commissioner Squadroni, Seconded by Commissioner Lamppa to approve the Minutes with two changes. All in favor, Motion passed.

FINANCIALS:

Motion made by Commissioner Gorman, Seconded by Commissioner Peterson to approve the financials, of which there was no change. All in favor, Motion passed.

BUSINESS:

2. Welcome New Commissioner

The Commission welcomed new Commissioner Derek Fox. City Administrator Pagel gave an overview for Commissioner Fox of resources and the guiding document for the Commission, the Implementation Plan which can be found on the City Website. The Commission is in Year 3 now.

3. Review New Mayor's Art Award Policy and Discuss Nominations

Discussion on the Mayor's Art Award that will go to the City Council for approval. Commissioners are to send their nominations to the City Administrator Pagel by Friday, July 7th and he will send to the MacRostie Art Center Program Manager for assistance with pictures and 3-5 bullets for each selection. Then the next step for the nominations would be social media and hopefully by September the Commission will be ready to Award by October.

4. Riverfest

Discussion started with Riverfest Artist, Tom Page will have his mosaic prints and cast iron sculptures on display throughout the event. Ticket sales are doing well, approximately 2,600 sold of the sell-out of 3,500. There will be more chair sealing and 3, possibly 4 bleachers this year as well as a video screen and more food vendors.

UPDATES:

5. Pokegama Band Map - Karen Noyce

At this time there is no update for Karen Noyce.

6. Neighborhood Art Sculpture Request for Council Action

The top three scored artists from the RFP Scoresheets will be Tom Page, Ann Klefstad and Greg Mueller. City Administrator Tom Pagel will put together an agreement to bring to the City Council for approval.

Motion made by Commissioner Hedlund, Seconded by Commissioner Peterson to recommend three artists, Tom Page, Ann Klefstad and Greg Mueller for the NW Neighborhood Art Project to the City Council for approval. All in favor, Motion passed.

ANNOUNCEMENTS:

None.

SET AGENDA FOR NEXT MEETING:

BUSINESS:

- 2) Review New Mayor's Art Award
 - A) Discuss Nomination Selections
 - B) Determine Award

UPDATES:

- 3) Riverfest
- 4) Pokegama Band Map - Karen Noyce

ADJOURN:

Motion made by Commissioner Gorman, Seconded by Commissioner Zabinski to adjourn. All in favor, Motion passed.

ATTEST: Respectfully by Cynthia Lyman



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

PLANNING COMMISSION MEETING MINUTES

Thursday, July 06, 2023

4:00 PM

Commissioner Goggin called the meeting to order at 4:00 PM.

PRESENT: Commissioner Mark Gothard, Commissioner Patrick Goggin, Commissioner Ted Hubbes, Commissioner Bill Schnell, Commissioner Paul Bignall, Commissioner Rick Blake. ABSENT: Commissioner Betsy Johnson

STAFF: Rob Mattei, Chad Sterle

APPROVAL OF MINUTES:

1. Consider approval of minutes from the May 4, 2023 regular meeting.

Noted typographical error under General business item #2. 'petitioner is now requesting.'

Motion made by Commissioner Blake, Seconded by Commissioner Schnell to approve the minutes with noted correction. Voting Yea: Commissioner Gothard, Commissioner Goggin, Commissioner Hubbes, Commissioner Schnell, Commissioner Bignall, Commissioner Blake

PUBLIC HEARINGS:

2. Conduct a Public Hearing to consider a variance petition submitted by Steven Przytarski.

Mr. Mattei provided information on variance requested by Mike Przytarski, to increase number of units allowed within residential multi-family unit from six to nine.

Motion made by Commissioner Bignall, Second by Commissioner Hubbes to open the public hearing. Voting Yea: Commissioner Gothard, Commissioner Goggin, Commissioner Hubbes, Commissioner Schnell, Commissioner Bignall, Commissioner Blake

Mike Przytarski, petitioner, states that the property is currently for sale, but potential buyers concerns over cost outweighing return on only a six unit building is proving to be a barrier to selling.

Motion made by Commissioner Gothard, Second by Commissioner Bignall to close the public hearing. Voting Yea: Commissioner Gothard, Commissioner Goggin, Commissioner Hubbes, Commissioner Schnell, Commissioner Bignall, Commissioner Blake

Considerations:

1. Is this an "Area" variance rather than a "Use" variance?

- Yes, because the current space simply doesn't meet the requirements.
2. Does the proposal put property to use in a reasonable manner?
Yes, referring back to the comprehensive plan in 2020 and the need for more family housing.
 3. Is the owner's plight due to circumstances which are unique to the property and which are not self-created by the owner?
Yes. The original request was already approved and expired.
 4. Is the variance in harmony with the purposes and intent of the ordinance?
Yes, the building is pre-existing and should be put to good use.
 5. Will the variance, if granted, alter the essential character of the locality?
No, this is residential multi family housing, and the location is residential and adjacent to commercial area.
 6. Is the variance consistent with the comprehensive plan?
Yes, as this is meeting goals of diversified housing with the city.

Motion made by Commissioner Bignall, Second by Commissioner Blake to approve the variance as requested. Voting Yea: Commissioner Gothard, Commissioner Goggin, Commissioner Hubbes, Commissioner Schnell, Commissioner Bignall, Commissioner Blake

3. Conduct a Public Hearing to consider a variance petition submitted by William and Kimberly Block.

Mr. Mattei provided background information relative to the requested variance, to split lot and create a lot width of less than the minimum.

Motion made by Commissioner Blake, Second by Commissioner Hubbes to open the public hearing. Voting Yea: Commissioner Gothard, Commissioner Goggin, Commissioner Hubbes, Commissioner Schnell, Commissioner Bignall, Commissioner Blake

Joe Schlader, 29279 Sunny Beach Road, concerned about development of property. How many homes/units can be in that lot? Owns property to the west and concerned that there will not be any access if the variance is granted and property is developed with multiple housing units.

Kim Block, variance petitioner, states that they do not have plans to develop the property.

Motion made by Commissioner Schnell, Second by Commissioner Bignall to close the public hearing. Voting Yea: Commissioner Gothard, Commissioner Goggin, Commissioner Hubbes, Commissioner Schnell, Commissioner Bignall, Commissioner Blake

Considerations:

1. Is this an "Area" variance rather than a "Use" variance?
Yes, not request to use for other than what's currently zoned.
2. Does the proposal put property to use in a reasonable manner?
Yes. The property isn't changing, simply allowing the house on Horseshoe Lake to be sold.
3. Is the owner's plight due to circumstances which are unique to the property and which are not self-created by the owner?
Yes. Property with was not created by the owner.
4. Is the variance in harmony with the purposes and intent of the ordinance?
Yes, the property is designed for density.

5. Will the variance, if granted, alter the essential character of the locality?
No, property remains residential.
6. Is the variance consistent with the comprehensive plan?
Yes, as there is potential for development in the future.

Motion made by Commissioner Schnell, Second by Commissioner Gothard to approve variance request as presented. Voting Yea: Commissioner Gothard, Commissioner Goggin, Commissioner Hubbes, Commissioner Schnell, Commissioner Bignall, Commissioner Blake

GENERAL BUSINESS:

4. Consider a recommendation to the City Council regarding the rezoning of 7.2 acres of land (Parcel 91-030-1410) from R-1 (One Family Residential) to R-4 (Multiple-family Residential-high density).

Mr. Mattei reviewed property and zoning in area.

1. Will the change affect the character of neighborhoods?
No, this is already a residential area with other R-4 zoning.
2. Would the change foster economic growth in the community?
Yes, housing is needed.
3. Would the proposed change be in keeping with the spirit and intent of the ordinance?
Yes, lot sizes and setbacks are similar and fit the area.
4. Would the change be in the best interest of the general public?
Yes, housing is a need.
5. Would the change be consistent with the Comprehensive Plan?
Yes.

Motion made by Commissioner Blake, Second by Commissioner Hubbes to forward to the City Council a recommendation to approve the Zoning Map Amendment, as petitioned by Christian Conner and Luke Schumacher, described within the the presentation and as shown in the maps presented here today, from current R-1 (One Family Residential) zoning designation to R-4 (Multiple-Family Residential-high density), including the R-1 easterly adjacent property. Voting Yea: Commissioner Gothard, Commissioner Goggin, Commissioner Hubbes, Commissioner Schnell, Commissioner Bignall, Commissioner Blake

MISCELLANEOUS:

Mr. Mattei noted that he will be providing an overview of the downtown plan at a future meeting. Also of note, currently interviewing candidates for Assistant Community Development Director.

There being no further business, the meeting adjourned at 4:59 PM.

Respectfully submitted:

Kimberly Gibeau

Kimberly Gibeau, City Clerk



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING MINUTES

Wednesday, July 12, 2023
4:00 PM

President Stanley called the meeting to order at 4:00 PM.

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith, Commissioner Dale Adams

STAFF: Julie Kennedy, Jean Lane, and Steve Mattson

PUBLIC FORUM:

No one from the public was present.

APPROVAL OF MINUTES:

1. Consider a motion to approve the June 7, 2023 Regular Meeting Minutes and the June 29, 2023 Regular Work Session Minutes.

A motion was made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve the June 7, 2023 Regular Meeting Minutes and the June 29, 2023 Regular Work Session Minutes. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

VERIFIED CLAIMS:

2. Consider a motion to approve \$2,905,332.87 of verified claims for June 2023.

Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve \$2,905,332.87 of verified claims for June 2023. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

COMMISSION REPORTS:

None.

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

Commissioner Smith requested item #8 be removed from the consent agenda and placed on the regular agenda. Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug to approve the consent agenda as amended with item #8 now being item #17a. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith,

Commissioner Adams

3. Consider a motion to authorize the sale and/or disposal of surplus property.

Approved on consent agenda.

4. Consider a motion to approve the June 2023 semi-annual write off of \$3,656.31 uncollectible accounts receivable.

Approved on consent agenda.

5. Consider a motion to ratify the procurement contract with Duluth Coating Solutions Inc. for extra coating required for moisture mitigation on the red rubber floor replacement project for \$5,100.

Approved on consent agenda.

6. Consider a motion to ratify Amendment #1 to the procurement contract with Rob's Bobcat Service Inc to extend the contract for vegetation control and restoration to the expiration date of December 31, 2023.

Approved on consent agenda.

7. Consider a motion to ratify the procurement contract with Roger's Two Way Radio, a wireless solution provider, for truck radio installs for \$3,649.14.

Approved on consent agenda.

8. ~~Consider a motion to approve the procurement contract with Altec for a backyard machine for \$144,900.00 and authorize the General Manager to sign the contract.~~

Removed from consent agenda and moved to section #17a for further discussion.

9. Consider a motion to ratify the procurement contract with Kem-Group USA for aerator media for \$4,800.

Approved on consent agenda.

10. Consider a motion to ratify the procurement contract with Dakota Supply Group for a kerf cutter for repairing curb stops for \$4,873.44.

Approved on consent agenda.

11. Consider a motion to ratify the procurement contract with Quality Flow Systems for a pump for lift station 2 for \$22,800.

Approved on consent agenda.

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

Motion made by Secretary Francisco, Seconded by Commissioner Adams to approve the regular agenda as presented. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

SAFETY REPORT:

12. Reviewed Safety Monthly Report

ADMINISTRATION:

13. Reviewed Administration Monthly Report.

BUSINESS SERVICES DEPARTMENT:

14. Consider a motion to approve the July 1, 2023 renewal of the General Liability and Commercial Property Insurance with LMCIT in the amount up to \$162,423, authorize payment of premium, and authorize the President to sign the annual Liability Coverage Waiver Form accepting the monetary limits on municipal tort liability established by MN SS 466.04.

Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug to approve the July 1, 2023 renewal of the General Liability and Commercial Property Insurance with LMCIT in the amount up to \$162,423, authorize payment of premium, and authorize the President to sign the annual Liability Coverage Waiver Form accepting the monetary limits on municipal tort liability established by MN SS 466.04. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

15. Consider a motion to adopt reimbursement resolution 07-12-23-05 Sylvan Bay Utilities Project, and reimbursement resolution 07-12-23-06 Water Treatment Renovation Project; and request the City Council issue G.O. bonds to finance related costs.

Motion made by Secretary Francisco, Seconded by Commissioner Adams to adopt reimbursement resolution 07-12-23-05 Sylvan Bay Utilities Project, and reimbursement resolution 07-12-23-06 Water Treatment Renovation Project; and request the City Council issue G.O. bonds to finance related costs. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

16. Reviewed Business Services Monthly Report

ELECTRIC DEPARTMENT:

17. Reviewed Electric Utility Monthly Report.
- 17a. Consider a motion to approve the procurement contract with Altec for a backyard machine for \$144,900.00 and authorize the General Manager to sign the contract.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the procurement contract with Altec for a backyard machine for \$144,900.00 and authorize the General Manager to sign the contract. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

WATER AND WASTEWATER DEPARTMENT:

- 18. Reviewed Water Utility Monthly Report.
- 19. Reviewed Wastewater Utility Monthly Report.

DEPARTMENT HEAD PRESENTATION:

- 20. Business Services Manager Jean Lane gave the Department Head presentation.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 5:25 PM.

Respectfully submitted,



Julie Kennedy, General Manager



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

**POLICE COMMUNITY ADVISORY
BOARD MEETING MINUTES**
Thursday, July 20, 2023
4:00 PM

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

CALL TO ORDER: Pursuant to due notice and call thereof, the Police Community Advisory Board will hold a regular meeting on Thursday, July 20, 2023 at 4:00 PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids.

Chair Uzelac called the meeting to order at 4:04 pm.

ROLL CALL:

Board Member Jillian Buck, Board Member Dan Butterfield, Board Member Cassey Casteel, Board Member Kerry Clausen, Board Member Stephen Connolly, Secretary Board Member Pam Dowell, Board Member Tom Neustrom, Board Member Nicolette Powers, and Chair Board Member Wendy Uzelac.

Staff: Chief Andy Morgan, Captain Kevin Ott, and Captain Jeremy Nelson

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

No one from the public was present.

SETTING THE AGENDA:

Adding move patrol on Airport and Harris Township Road. Advised to seek out Planning and Zoning to voice concerns.

CORRESPONDENCE:

APPROVE MINUTES:

Approval of the Minutes for July 20, 2023

Motion made by Board Member Butterfield, Seconded by Board Member Dowell approved minutes as presented. Voting Yea: Board Member Buck, Board Member Casteel, Board Member Clausen, Board Member Connolly, Board Member Neustrom, Board Member Roberts and Board Chair Uzelac.

1. Approval of the Minutes for May 18, 2023

BUSINESS:

2. Cassey Casteel and Nicolette Roberts have been selected as new members.

Introduction

3. Upcoming Community Events

- Northern MN Swap Meet & Car Show: Fri. July 28th - Sun. July 30th

- National Night Out: Tues. Aug. 2, from 5 - 8 p.m.

- Itasca County Fair: Aug. 16 - 20

- River Fest: Sat. Sept. 9th

- PCAB Stand

- Northern MN Swap Meet & Car Show: Fri. July 28th - Sun. July 30th

2 30; Campground has no electric; Construction continues

- National Night Out: Tues. Aug. 2, from 5 - 8 p.m.

Wrong time and date in agenda - should be Aug. 1, 4:30 to 7:30 pm.

Advertising through radio and flyers

1st NW Ave. may be closed for that time.

35 booths

- Itasca County Fair: Aug. 16 - 20

Has been talk of joining Sheriff's department booth

Member stated it would be a good time to meet K9.

- River Fest: Sat. Sept. 9th

Approx. 5000 people to attend

Troops

Search and Rescue

All staff will be working.

-Tall Timber Days first weekend of August, parade goes 6th St. to 3rd and back to fairgrounds.

- PCAB Stand

Email Andy if interested in being part of a booth for PCAB.

4. Police Department Job Posting / Hiring Process

Hiring today, only one applicant may move the closing.

5. Crime Prevention Door Hanger Program

Restarting program. All board members liked this program.

6. ID Badges

We will be making ID badges with photo for PCAB members to use for events only.

7. DACF - Domestic Animal Control Facility Statistics

There are two scanners, one at the building and CSO carries one in his truck.

UPDATES:

8. Road Construction Update

Traffic is a mess. Asking for more patrol on Airport Rd. Accidents in 2022 were 56 and in 2023 we are at 54, no real change in numbers.

ANNOUNCEMENTS:

None

SET AGENDA FOR NEXT MEETING:

Next meeting will be Sept. 21, at 4 pm. Wendy will be out of town, Stephen is Vice Chair.

ADJOURN:

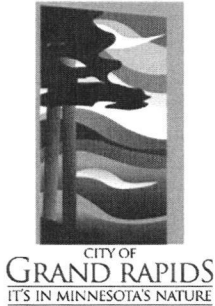
ATTEST:

MEETINGS AND ATTENDANCE

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

BOARD MEMBERS AND TERM EXPIRATION

Jillian Buck	12/31/2024	Dan Butterfield	12/31/2023
Stephen Connolly	12/31/2023	Cassey Casteel	12/31/2024
Pam Dowell	12/31/2023	Kerry Clausen	12/31/2025
Tom Nuestrom	12/31/2025	Nicolette Roberts	12/31/2024
Wendy Uzelac	12/31/2025		



GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, August 09, 2023

5:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Area Library Board will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Wednesday, August 9, 2023 at 5:00 PM.

CALL TO ORDER:

Meeting called to order at 5:00 PM by Chair Martin

CALL OF ROLL:

Present: Barr, Dobbs, Kee, Lassen, Martin, Richards, Squadroni, Teigland

Absent: Blocker

APPROVAL OF AGENDA:

Motion to: approve agenda

Mover: Richards

Second: Lassen

Result: Passed 8-0

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

None

APPROVAL OF MINUTES:

1. Consider approval of Library Board Meeting Minutes from 07-12-2023.

Motion to: approve minutes from 07-12-2023

Mover: Kee

Second: Teigland

Result: Passed 8-0

COMMUNICATIONS:

None

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Consider payment of Bill List as presented. Review financial reports.

Motion to: approve payment of 08-09-2023 Bill List as presented

Mover: Richards

Seconder: Dobbs

Result: Passed 8-0 (roll-call)

CONSENT AGENDA (Roll Call Vote Required):

3. Consider accepting donations as listed on Resolution 2023-9.

Motion to: approve Consent Agenda as presented

Mover: Kee

Seconder: Dobbs

Result: Passed 8-0 (roll-call)

REGULAR AGENDA:

4. Review Library Facade Repair Project Draft 1 Project Schedule
Informational – no action taken

5. Library Schedule / RiverFest

Motion to: close the library to the public on 9/8 for RiverFest set-up. Staff to work behind closed doors or take FTO.

Mover: Martin

Seconder: Richards

Result: Passed 8-0

6. Consider Dealer Community Charging Program opportunity at the library.

Motion to: Make a recommendation to City Council supporting placement of vehicle charging stations at the library.

Mover: Teigland

Seconder: Dobbs

Result: Passed 8-0

7. Review Article about Pilot Program at Farmington Library
Informational – no action taken

UPDATES:

Friends

Mystery Book Sale at the Library 8/21 & 8/28. Next meeting is 9/11.

Foundation

Next meeting is 9/21 at CPC – 5 PM

STAFF REPORTS:

8. Review Library reports and statistics

Informational – no action taken

ADJOURNMENT:

Chair Martin adjourned the meeting at 5:33 PM

NEXT REGULAR MEETING IS SCHEDULED FOR September 13, 2023, AT 5:00 PM.

ATTEST: Will Richter, Director of Library Services

DATE: 08/02/2023
 TIME: 12:38:27
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/09/2023

VENDOR #	NAME	AMOUNT DUE

PUBLIC LIBRARY		
0118100	ARAMARK UNIFORM SERVICES	112.48
0118660	ARROWHEAD LIBRARY SYSTEM	26.60
0201428	BAKER & TAYLOR LLC	1,878.11
0212124	BLACKSTONE PUBLISHING	368.99
0305485	CENGAGE LEARNING INC	130.45
0718010	CITY OF GRAND RAPIDS	1,700.00
0801836	HAWKINSON SAND & GRAVEL	183.27
0914325	INGRAM ENTERTAINMENT INC.	110.39
0914540	INNOVATIVE OFFICE SOLUTIONS LL	461.97
1205099	LEARNING OPPORTUNITIES INC	276.49
1305060	MEDS-1 AMBULANCE SERVICE INC	574.15
1309230	MINNESOTA HISTORICAL SOCIETY	1,115.00
1901535	SANDSTROM'S INC	301.37
2018125	TRAVELING LANTERN THEATRE CO	395.00
2114356	UNIQUE MANAGEMENT SERVICES	69.90

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$7,704.17

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.34
0113105	AMAZON CAPITAL SERVICES	540.22
0205640	LEAGUE OF MN CITIES INS TRUST	30.00
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	42,751.25
1209520	EMILY LINDNER	150.00
1301145	MARCO TECHNOLOGIES, LLC	236.67
1305725	METROPOLITAN LIFE INSURANCE CO	76.14
1309199	MINNESOTA ENERGY RESOURCES	59.77
1309335	MINNESOTA REVENUE	47.92
1516220	OPERATING ENGINEERS LOCAL #49	9,612.00
1601750	PAUL BUNYAN COMMUNICATIONS	319.94
1618119	ISABELLA A PRATTO	200.00
1618120	MADELYN R PRATTO	200.00
1621130	P.U.C.	2,707.42
2209665	VISA	824.46
2301700	WM CORPORATE SERVICES, INC	141.62

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$57,958.65

TOTAL ALL DEPARTMENTS \$65,662.82

RESOLUTION NO. 2023-9
A RESOLUTION ACCEPTING DONATIONS

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

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

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

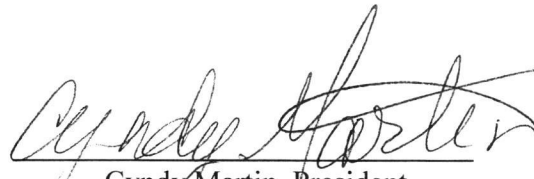

Neal Nicolaus - \$42.00 for *The Sun* Magazine

Library Foundation - \$875.98 for:

Non-fiction collection development (\$498.23)

Children's program supplies (\$377.75)

Adopted this 9th day of August 2023


Cyndy Martin, President
Deb Kee, Secretary



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

**Thursday, August 10, 2023
4:00 PM**

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, August 10, 2023 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
President Sholom Blake
Commissioner Tasha Connelly
Commissioner Wayne Bruns
Commissioner Tom Sutherland

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

Approved without addition.

APPROVE MINUTES

1. Consider approval of the minutes from the July 27, 2023 regular meeting.

Motion by Commissioner Connelly, second by Commissioner Sutherland to approve the minutes from the July 27, 2023 regular meeting. The following voted in favor thereof: Hodnik, Bruns, Connelly, Blake, Sutherland. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$17,756.24

Motion by Commissioner Hodnik, second by Commissioner Connelly to approve claims in the amount of \$17,756.24. The following voted in favor thereof: Sutherland, Blake, Connelly, Bruns, Hodnik. Opposed: None, motion passed unanimously.

BUSINESS

3. Consider adopting a resolution approving a Preliminary Development Agreement with Oppidan, Inc.

Motion by Commissioner Bruns, second by Commissioner Hodnik to adopt a resolution approving a Preliminary Development Agreement with Oppidan Inc. The following voted in favor thereof: Sutherland, Blake, Connelly, Bruns, Hodnik. Opposed: None, motion passed unanimously.

4. Consider adopting a resolution approving the purchase of property in the City of Grand Rapids from the Moyer Family Trust.

Motion by Commissioner Hodnik, second by Commissioner Connelly to adopt a resolution approving the purchase of property from the Moyer Family Trust. The following voted in favor thereof: Hodnik, Bruns, Connelly, Blake, Sutherland. Opposed: None, motion passed unanimously.

5. Consider adopting a resolution approving the purchase of property in the City of Grand Rapids from Elise J. Karpan and approving payment of the earnest money.

Motion by Commissioner Hodnik, second by Commissioner Sutherland to adopt a resolution approving the purchase of property from Elise J Karpan and approve payment of earnest money. The following voted in favor thereof: Sutherland, Blake, Connelly, Bruns, Hodnik. Opposed: None, motion passed unanimously.

6. Consider adopting a resolution approving the purchase of property in the City of Grand Rapids from Mimar Development LLC and approving payment of the earnest money.

Motion by Commissioner Commissioner Connelly, second by Commissioner Sutherland to adopt a resolution approving the purchase of property from Mimar Development LLC and approving payment of the earnest money. The following voted in favor thereof: Hodnik, Bruns, Connelly, Sutherland. Opposed: None, Blake abstained, motion passed.

7. Consider authorizing a grant request to the Blandin Foundation for Downtown Organization planning and establishment.

Motion by Commissioner Connelly, second by Commissioner Bruns to authorize a grant request to the Blandin Foundation for downtown organization planning and establishment. The following voted in favor thereof: Sutherland, Connelly, Bruns, Hodnik. Opposed: None, Blake abstained, motion passed.

8. Review and consider recommendations for draft 2024 GREDA Operations Budget and levy for Capital Projects Fund

The Commissioners reviewed recommendations for the draft 2024 GREDA Operations Budget and levy for Capital Projects Fund.

Motion by Commissioner Hodnik, second by Commissioner Bruns to approve the draft 2024 GREDA Operations budget and levy request of \$100,000.00 for the Capital Projects Fund. The following voted in favor thereof: Sutherland, Blake, Connelly, Bruns, Hodnik. Opposed: None, passed unanimously.

UPDATES

Forest Lake Addition Plat- Due to a recording error the City had to reconvey the property to GREDA and vacate the plat.

ADJOURN

There being no further business the meeting adjourned at 4:36 p.m.

MEMBERS & TERMS

Tom Sutherland - 12/31/2023 Council Representative

Tasha Connelly - 12/31/2023 Council Representative

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27



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

POKEGAMA GOLF COURSE BOARD MEETING MINUTES

**Tuesday, August 15, 2023
7:30 AM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday August 15, 2023 , at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Pat Pollard called the meeting to order at 7:30AM.

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

PUBLIC INPUT: None

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

APPROVE MINUTES:

1. Approve Golf Board Minutes for July 18, 2023 Golf Board Meeting. John B made a motion to approve the Minutes. Rick M Second. Motion Carried

CLAIMS AND FINANCIAL STATEMENTS:

2. A review of the financials took place. John Ryan made a motion to approve the claims in the amount of \$124,523.38 Second by Rick. Motion Carried
3. Bob Cahill discussed the Statement of Income and Expenses and pointed out the steady increases in revenue and our bottom line over the last five years. We are \$85,245 ahead of the same period revenue as 2022. Our current Net income is \$40,000 ahead of 2022. And August of the current year is starting strong.

VISITORS: No visitors

REPORTS: Superintendent Steve Ross reported. The Otterbine in the pond on hole #2 has died. It's very old and we need a new unit to keep the water from becoming stagnant. The price for this unit is approximately \$2,900 including tax and shipping. John Bauer made a motion to purchase the unit. 2nd by Rick M. Motion passes.

Steve and his crew have been busy adding a couple irrigation extensions near the clubhouse dining area. This is a great project that will help beautify the area.

Director of Golf Bob Cahill reported on the busy month of July. We had many events to go along with the high demand for the use of the course. Special Event rates need to be reviewed and revised for 2024. The days of seeking business by offering low pricing is over.

BUSINESS:

4. Select on golf board member to be on the Director of Golf hiring committee.

Item 4.

Tom Lagergren made a motion to select Rick McDonald, John Bauer Second. Motion was approved. John Ryan voted YES, Pat Pollard voted NO Rick McDonald abstained . John Bauer voted Yes. Tom Lagergren voted Yes. Motion was approved to select Rick McDonald

CORRESPONDENCE AND OPEN DISCUSSION: None

ADJOURN: Motion made by Rick M Second by Tom Lagergren Motion Carried.

Minutes respectfully submitted by Bob Cahill



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING MINUTES

Wednesday, August 16, 2023

4:00 PM

President Stanley called the meeting to order at 4:03 PM.

PRESENT: President Tom Stanley, Commissioner Nancy Saxhaug, Commissioner Rick Smith, Commissioner Dale Adams

ABSENT: Secretary Luke Francisco with notice

STAFF: Jean Lane, Chad Troumbly, Steve Mattson

PUBLIC FORUM:

No one from the public was present.

APPROVAL OF MINUTES:

1. Consider a motion to approve the July 12, 2023 Regular Commission Minutes and the July 26, 2023 Regular Work Session Minutes.

Motion made by Commissioner Smith, Seconded by Commissioner Adams to approve the July 12, 2023 Regular Commission Minutes and the July 26, 2023 Regular Work Session Minutes.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

VERIFIED CLAIMS:

2. Consider a motion to approve \$3,117,110.82 of verified claims for July 2023.

Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve \$3,117,110.82 of verified claims for July 2023.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

COMMISSION REPORTS:

Commissioner Adams reported on there being interest by the group that built the Pillars to build a 132-unit market-rate apartment building on the city-owned property between the Pillars and Garden Court Chateau.

Commissioner Adams also reported that the City is considering rezoning property next to Majestic Pines from R1 to R4 for a future development.

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug to approve the consent agenda.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

3. Consider a motion to confirm filling the Executive Assistant position with the preferred candidate, Ms. Megan Pehrson.

Approved on consent agenda.

4. Consider a motion to ratify the professional services contract with MMUA for strategic planning services for \$10,000 plus approved reimbursable expenses.

Approved on consent agenda.

5. Consider a motion to approve the 2023 MMUA Delegate Appointment Form.

Approved on consent agenda.

6. Consider a motion to ratify the amendment to the procurement contract with Government Finance Officers Association consulting services for ERP RFP evaluation and contract negotiations not exceed \$25,000.

Approved on consent agenda.

7. Consider a motion to ratify the procurement contract of \$750 with VIA Actuarial Solutions consulting services for GASB 75 Actuarial Services.

Approved on consent agenda.

8. Consider a motion to authorize the sale and/or disposal of surplus property.

Approved on consent agenda.

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

Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the regular agenda as presented.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

SAFETY REPORT:

9. Review Safety Monthly Report

Reviewed Safety Monthly Report

ADMINISTRATION:

10. Consider a motion to adopt Resolution Number 08-16-23-7 approving Metered Use, Drought and Water Leak policies.

Motion made by Commissioner Adams, Seconded by Commissioner Smith to adopt Resolution Number 08-16-23-7 approving Metered Use, Drought and Water Leak policies.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

11. Review Administration Monthly Report

Reviewed Administration Monthly Report.

BUSINESS SERVICES DEPARTMENT:

12. Consider a motion to approve reimbursement resolution 08-16-23-8 for the Grand Rapids/Cohasset Industrial Park Utility Extension Project and request the City Council to issue G.O. bonds to finance related costs.

Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve reimbursement resolution 08-16-23-8 for the Grand Rapids/Cohasset Industrial Park Utility Extension Project and request the City Council to issue G.O. bonds to finance related costs.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

13. Review Business Services Monthly Report

Reviewed Business Services Monthly Report

ELECTRIC DEPARTMENT:

14. Review Electric Utility Monthly Report

Reviewed Electric Utility Monthly Report.

WATER AND WASTEWATER DEPARTMENT:

15. Review Water Utility Monthly Report

Reviewed Water Utility Monthly Report.

16. Review Wastewater Utility Monthly Report

Reviewed Wastewater Utility Monthly Report.

DEPARTMENT HEAD PRESENTATION:

17. Department Head Presentation - Electric Manager, Chad Troumbly

Electric Department Manager, Chad Troumbly, gave the Department Head Presentation.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 4:55 PM.

Respectfully submitted,

A handwritten signature in cursive script that reads "Julie Kennedy".

Julie Kennedy



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

**Thursday, August 24, 2023
4:00 PM**

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, August 24, 2023 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

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

Approved with addition:

Consider the possible sale of lots in Forest Lake Addition to Habitat for Humanity.

APPROVE MINUTES

1. Consider approval of the August 10th, 2023 regular meeting minutes.

Motion by Commissioner Hodnik, second by Commissioner Bruns to approve the minutes from the August 10, 2023 regular meeting. The following voted in favor thereof: Sutherland, Martinetto, Blake, Bruns, Hodnik. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$1,199.72.

Motion by Commissioner Hodnik, second by Commissioner Bruns to approve claims in the amount of \$1,199.72. The following voted in favor thereof: Sutherland, Martinetto, Blake, Bruns, Hodnik. Opposed: None, motion passed unanimously.

PUBLIC HEARING

3. Conduct a public hearing concerning submittal of an application to the Minnesota Department of Employment and Economic Development (DEED) Minnesota Investment Fund (MIF) program for the L&M Supply Distribution Center Project

President Blake stated the public hearing this evening is to consider the submittal of and application to the Minnesota Department of Employment and Economic Development (DEED) Minnesota Investment Fund (MIF) program for the L&M Distribution Center Project. Recorder Groom noted all notices required by law had been met and no correspondence had been received.

Community Development Director Mattei provided a power point presentation with information on the project

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

There was no public comment.

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

BUSINESS

4. Consider adoption of a resolution authorizing a Minnesota Investment Fund (MIF) Application for the L&M Supply distribution center project.

Motion by Commissioner Bruns, second by Commissioner Sutherland to adopt a resolution authorizing a Minnesota Investment Fund (MIF) Application for the L&M Supply Distribution Center Project. The following voted in favor thereof: Hodnik, Bruns, Blake, Martinetto, Sutherland. Opposed: None, motion passed unanimously.

UPDATES

Consider the approval of a Letter of Intent from Habitat for Humanity - Habitat would like to purchase 2 lots in the Forest Lake Development for \$6,300 per lot. They are looking to work with Logam Homes to construct the shell of one 2 bedroom home and one bedroom home.

Motion by Commissioner Bruns, second by Commissioner Hodnik to approve a Letter of Intent from Habitat for Humanity. The following voted in favor thereof: Sutherland, Martinetto, Blake, Bruns, Hodnik. Opposed: None, motion passed unanimously.

President Blake welcomed new Commissioner Bill Martinetto.

Commissioner Hodnik presented a resolution acknowledging the passing of Mark Phillips and thanking him for his leadership, economic development programming and support provided to GREDA and the City of Grand Rapids.

Motion by Commissioner Hodnik, second by Commissioner Bruns to adopt a resolution acknowledging the passing of former IRRRB and DEED Commissioner Mark Phillips. The following voted in favor thereof: Sutherland, Martinetto, Blake, Bruns, Hodnik. Opposed: None, motion passed unanimously.

ADJOURN

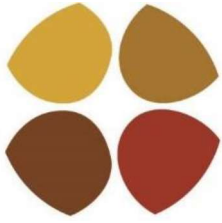
There being no further business the meeting adjourned at 4:28 p.m.

MEMBERS & TERMS

Tom Sutherland - 12/31/2023 Council Representative

Tasha Connelly - 12/31/2023 Council Representative

Mike Korte - 3/1/24
Wayne Bruns - 3/1/25
Sholom Blake - 3/1/25
Al Hodnik - 3/1/27



CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, August 30, 2023
4:00 PM

MISSION STATEMENT

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

CALL TO ORDER: Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Wednesday, August 30, 2023 at 4:00PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

Commission Chair called the meeting to order at 4:00pm.

ROLL CALL:

PRESENT: Commissioner Angella Erickson, Commissioner Bernadine Joselyn, Commissioner Doug Learmont, Commissioner Tasha Connelly Commissioner Edward Krumpotich, Commissioner Amanda Lussier, Commissioner Joan Gunderman, Commissioner Amy Blomquist

ABSENT: Commissioner Ashley Goodman

STAFF PRESENT: Human Resource Officer-Staff Liaison Chery Pierzina

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

None

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

Motion made by Commissioner Learmont, Seconded by Commissioner Erickson to add Agenda Items 1A-Introductions, 8C-Banner Review, 8D-Schedule 2024 Workplan Planning Session and approve the Agenda as presented. Voting Yea: Commissioner Erickson, Commissioner Joselyn, Commissioner Learmont, Commissioner Connelly, Commissioner Krumpotich, Commissioner Lussier, Commissioner Gunderman, Commissioner Blomquist. Motion Passed.

PRESENTATION:

1. September Speaker

There is no speaker this evening.

1A. Prior to the meeting getting started, Introductions were given from each Commission member to new Commission Member Amy Blomquist.

APPROVE MINUTES:

2. Approve Minutes for June 28, 2023

Motion made by Commissioner Joselyn, Seconded by Commissioner Krumpotich to approve the Minutes for June 28, 2023. Voting Yea: Commissioner Erickson, Commissioner Joselyn, Commissioner Learmont, Commissioner Connelly, Commissioner Krumpotich, Commissioner Lussier, Commissioner Gunderman, Commissioner Blomquist. Motion Passed.

FINANCIALS:

3. Approve Financials for August 2023

Motion made by Commissioner Gunderman, Seconded by Commissioner Connelly to approve the Financials for August 2023. Voting Yea: Commissioner Erickson, Commissioner Joselyn, Commissioner Learmont, Commissioner Connelly, Commissioner Krumpotich, Commissioner Lussier, Commissioner Gunderman, Commissioner Blomquist. Motion Passed.

BUSINESS:

4. Welcome New Commissioner Amy Blomquist

New Commissioner Amy Blomquist welcomed by Commission during Introductions.

5. Resignation of Commissioner Ashley Goodman

Commission noted that Ashley Goodman has resigned.

6. Approve Donation Request from ISD 318 Ojibwe Education Program - Tall Timber Days Exhibition Pow-Wow

Commissioner Erickson commented that the Commission should acknowledge that they received the request for donations letter, but were not able to support their request due to the cancellation of the July 26th meeting. Follow through contacting Jessica Brobowski and give an update for next meeting on whether the Commission can support and collaborate for Indigenous People's Day.

7. Training

This item falls under a Work Group and will be talked about at that time.

8. Workplan Review

- A) Quarter 3
- B) Quarter 4

8A. Protected Classes are still on the City Website, this topic will be addressed at the 2024 Workplan Planning Session.

8B. The 75th Human Rights Awareness Day is on December 10th, it will fall under Quarter 4.

8C. The Human Rights Commission Banner was reviewed by the Commissioners. It is not a budgeted item for this year. The Commission will review the quotes and budget for this expense for 2024.

Motion made by Commissioner Connelly, Seconded by Commissioner Krumpotich to approve of and get quotes for the Human Rights Commission Banner. Voting Yea: Commissioner Erickson, Commissioner Joselyn, Commissioner Learmont, Commissioner Connelly, Commissioner Krumpotich, Commissioner Lussier, Commissioner Gunderman, Commissioner Blomquist. Motion Passed.

8D. Schedule a 2024 Workplan Planning Session. As last year, the Commission would like to meet for a planning session to plan their 2024 Workplan to present to the City Council next year. Commissioner Erickson will set up a "Doodle-Poll" and look into venues for the meeting. Once that's done, she will forward the information and city staff will send out the date and location.

UPDATES:

9. Work Groups

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

9A. Community Event Work Group discussed the Schedule of Events for Indigenous People's Day at Central School and 1st Ave NW (closed between 4th St NW & 5th St NW). Included in the Schedule of Events are Speakers, Recognition of Veterans and will feature Vendors, Exhibits, Music, Family Activities, Presentations, a Community Banquet, Film Screening of "Thunderheart" and a Concert at the MacRostie Art Center.

Note that Human Rights Commission Chair Ed Krumpotich left the meeting at 5:10pm.

Discussion ensued regarding the expenditures for Indigenous People's Day. The largest expense for the event will be the caterer for the Community Banquet.

Motion made by Commissioner Erickson, Seconded by Commissioner Blomquist to approve expenditures for the Indigenous People's Day Event up to \$5,000. Voting Yea: Commissioner Erickson, Commissioner Joselyn, Commissioner Learmont, Commissioner Connelly, Commissioner Lussier, Commissioner Gunderman, Commissioner Blomquist. Motion passed.

9B. Data & Demographics Work Group is looking at Mental Health and Poverty from the Demographics and tying in training.

9C. Programming & Presentations Work Group discussed the September Speaker and having Nick Hanson from Kootasca give a report around Poverty in our Community.

10. Indigenous People's Day

The Indigenous People's Day Event Schedule was discussed by the Community Event Work Group.

SET AGENDA FOR NEXT MEETING:

BUSINESS:

4. Workplan Review
 - A) Quarter 3
 - B) Quarter 4

UPDATES:

5. Work Groups
 - A) Community Event Work Group; Joselyn, Lussier and Gunderman
- Indigenous People's Day Event
 - B) Data & Demographics; Erickson, Krumpotich and Learmont
 - C) Programming & Presentations; Joselyn, Krumpotich and Erickson
6. New Banner
7. 2024 Workplan Planning Session

ADJOURN:

The meeting adjourned at 5:31pm

Respectfully submitted by, Cynthia Lyman



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider updating the State Plan of Operations agreement and addendum between the State of Minnesota and the Grand Rapids Police Department

PREPARED BY: Chief Andy Morgan

BACKGROUND:

The Grand Rapids Police Department possesses Law Enforcement related property from the Department of Defense, which the State of Minnesota manages. The State of Minnesota requires an agreement between them and each Law Enforcement agency who has DOD property. Such agreement and addendum have been in effect since council action on December 12, 2016. This agreement and associated addendum require additional review upon police department leadership change.

Please consider the Chief of Police to sign the State Plan of Operations agreement and addendum between the State of Minnesota and the Grand Rapids Police Department.

REQUESTED COUNCIL ACTION:

Make a motion authorizing the Chief of Police to sign the State Plan of Operations agreement and addendum between the State of Minnesota and the Grand Rapids Police Department.

State Plan of Operation (SPO) between:

Minnesota and the
(State/United States Territory)

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines “law enforcement activities” as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS “DoD excess personal property” also known as “items”, “equipment”, “program property”, or “property”. “DLA Disposition Services Law Enforcement Support Office” also known as “1033 Program”, “LESO Program”, “the program”, or “LESO”. “State or U.S. Territory” also known as “the State”, “State Coordinator (SC)”, “State Point of Contact (SPOC)”, or “SC/SPOC”. “Law Enforcement Activities” also known as “agencies in law enforcement activities”, “Law Enforcement Agency (LEA)”, “program participant”, or “State/LEA”.

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

- i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).
- ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
- iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a State/LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Jacob Beauregard / 651-201-7474 / Jacob.Beauregard@state.mn.us

State Point of Contact (SPOC): Cassie Calametti / 651-201-7446 / Cassie.Calametti@state.mn.us

State Point of Contact (SPOC): Brian Curtice / 651-201-7449 / Brian.Curtice@state.mn.us

ii) SC/SPOC Facility Information:

Physical Mailing Address: 445 Minnesota St, Suite 223, St. Paul, MN 55101

Email: MN.LESO@state.mn.us (Primary)

Phone Number: 651-201-7400

Website: <https://dps.mn.gov/divisions/hsem/>

Hours of Operation: M-F, 0800 – 1500

iii) Funding to administer the LESO Program at the State-level is provided via: the Minnesota Dept. of Public Safety, Division of Homeland Security and Emergency Management. The provided funding is used to support assistance to the LEAs with customer service to include; computer / telephone assistance, physical visits to the LEAs, and with acquiring access to the LESO Program.

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain

property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

- a) Conduct quarterly reconciliations of State property records.
- b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.
- c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

- a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.
- b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.
- c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.
- d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.
- e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

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9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as

suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLA 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the

program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

- ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.
- iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.
- iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.
- v) Intend to review as much property as possible during a PCR.
 - (1) The goal is to review 20% of a State's overall small arms inventory.
 - (2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).
- vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).
- vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.
 - (1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.
 - (2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.
 - (3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.
- viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

- i) Assist the LESO as required, prior to, during and upon completion of the PCR.
- ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.
- iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.
- iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.
- v) Coordinate the use of any ECR with the LESO prior to the PCR.
- vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO

approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL “A” and “Q6” property records will not be closed during the annual physical inventory period.

In the State of Minnesota, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

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13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to): 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of “A” and “Q6” shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). Suspension-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. Termination-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. Restricted Status-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended

LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part

41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: Minnesota

Full Name (Print): Jacob Beauregard

Signature (Sign): Jacob Beauregard Digitally signed by Jacob Beauregard
Date: 2021.05.11 09:34:30 -05'00' Date (MM/DD/YYYY): 05/11/2021

Chief Law Enforcement Official (CLEO) (or designee): _____

Title (Print): _____

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

APPROVED

Item 5.

By Deborah Smith at 7:39 am, Aug 25, 2022

GPL

August 15, 2022

**MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM
PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)**

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

- a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee) and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).
- b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive “controlled” property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF “CONTROLLED” PROPERTY This SPO Addendum adds the below items to the “controlled” property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of “controlled” items in their annual equipment list review. Provisions within the 2021 MOA applicable to “controlled” property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the “controlled” property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as “controlled” property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

- a) *Manned Aircraft, Fixed Wing:* Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).
- b) *Manned Aircraft Rotary Wing:* Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

- c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).
- d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).
- e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).
- f) *Command and Control Vehicles*: Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).
- g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).
- h) *Explosives and Pyrotechnics*: Includes “flash bangs” as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).
- i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).
- j) *Riot/Crowd Control Batons*: Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or “stun” capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets*: Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields*: Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as “prohibited” for issue under the LESO Program; however identifies specific authorized uses for these “prohibited” items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as “controlled” property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application*- LRADs are capable of directing sound over great distances at extreme volume in more geographical precision than an ordinary speaker. Certain LRAD capabilities which are aimed at dispersing individuals or groups as a kinetic use-of-force shall not be used. Examples of LRAD capabilities that shall not be used include (but are not limited to) attention commanding alert tones, powerful warning tones and/or deterrent tones.

i) *Authorized uses*- LRADs may only be utilized as a public address system for commercial purposes. Any other use is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with LRADs must certify that the LRAD is utilized exclusively as a public address system for commercial purposes. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify the LRAD is being used in an authorized manner must return LRAD(s) to DLA Disposition Services.

b) *Vehicles that do not have commercial application*- This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with “commercial application” as items with a DEMIL Code of “A” or DEMIL “Q” (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses*- EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow “reasonable opportunity to review” (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff’s who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General’s Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as “Campus Police” or “Campus LEAs” must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the “reasonable opportunity to review” (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements. LEAs shall:

a) Provide information regarding the size of the region, including the number and size of the LEA with access to the requested controlled property and the estimated population served.

b) Ensure any controlled property providing support in a regional sharing agreement is utilized in accordance with the LESO Program SPO and this SPO Addendum.

c) Ensure that only LESO Program participants within the regional sharing agreement utilize the controlled property. Agencies/activities who are not LESO Program participants may not utilize or direct the use of controlled property obtained via the LESO Program.

d) Obtain SC/SPOC approval to temporarily conditionally loan property to another LESO Program participant within the regional sharing agreement (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

i) The LESO Program participant with controlled property on their inventory must certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan:

(1) Has adopted requisite protocols (in Section 6 below) or will adopt those protocols before their personnel use the controlled property,

(2) Have provided requisite training (in Section 7 below) or will provide that training before their personnel use the controlled property, and

(3) Will adhere to the information collection and retention requirements (in Section 8 below).

ii) The LEA conditionally loaning the controlled property will remain accountable to the LESO Program to ensure the above provisions are met.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing*- LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of “significant incidents” (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement*- LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR “SIGNIFICANT INCIDENTS” LEAs must collect and retain the information (described below) when any law enforcement activity involves a “Significant Incident” which requires (or results in) the use of controlled property on the LEAs inventory. A “Significant Incident” is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a “Significant Incident” for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for “Significant Incident” reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.

- ii) Description of the LEA action/operation involving the controlled property.
- iii) Identification of LEA personnel who used and directed the use of the controlled property.
- iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).
- v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

- a) Certify they have authorization from their CGB to participate in the LESO Program.
- b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.
 - i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.
 - ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.
- c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.
- d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements).
- e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.
- f) (*LEAs with LRADs*) Certify that the LRAD is utilized exclusively as a public address system for commercial purposes.
- g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.
- h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.
- i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.
- j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan: 1) Have adopted requisite protocols in (as described in Section 6) or will adopt those protocols before their personnel use the controlled property, 2) Have provided requisite training (as described in Section 7) or will provide that training before their personnel use the controlled property, and 3) Will adhere to the information collection and retention requirements (as described in Section 8).

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Minnesota

Title (Print): State Coordinator

Name (Print): Jacob Beauregard

Signature (Sign):  Date MM/DD/YYYY: 08/24/2022

Law Enforcement Agency Name: _____

Chief Law Enforcement Official (CLEO) Title (Print): _____

Name (Print): _____

Signature (Sign): _____ Date MM/DD/YYYY: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider adopting a resolution approving 2023 budget amendments for the Civic Center salary adjustments.

PREPARED BY: Barb Baird

BACKGROUND:

We do not generally recommend budget amendments unless there are extenuating circumstances or budget items that carry over from one year to the next.

When the City adopted the 2023 budgets, the Civic Center Remodeling Project funding was not finalized. The State Bonding requirements for this project do not allow personnel costs to be part of the Civic Center budget after June 30, 2023. Therefore, we are recommending a budget transfer of remaining personnel into the Recreation budget.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving 2023 budget amendments for the Civic Center salary adjustments and transfer to the Recreation budget.

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

RESOLUTION NO. 23-

**A RESOLUTION APPROVING 2023 BUDGET AMENDMENT
FOR CIVIC CENTER SALARY ADJUSTMENTS**

WHEREAS, at the time the 2023 budget was adopted, State Bonding had not been completed, and consequently, salary adjustments could not be made, and

WHEREAS, the personnel budget in the Civic Center could only contain salary amounts through June 30, 2023, per State Bonding requirements, and

WHEREAS, as of July 1, 2023, the Civic Center personnel is being pay by the Recreation budget, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, approves the following Civic Center and Recreation budget amendments to 2023 personnel budgets:

Department/Entity	Original Budget	Amended Budget
GENERAL FUND		
Recreation		
	83,432	187,592
CIVIC CENTER		
Personnel	225,067	124,092

Adopted this 9th day of October 2023.

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider accepting resignation of Mark Gothard from the Planning Commission and authorize filling the vacancy.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Mark Gothard has served on the Grand Rapids Planning Commission since January 2011. As he has recently moved outside of city limits, he no longer meets the residency requirements. Mr. Gothard has submitted his resignation, effective immediately.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation of Mark Gothard from the Grand Rapids Planning Commission and authorize staff to begin the process of filling the vacancy.

From: Gothard, Mark <MGothard@braunintertec.com>
Sent: Monday, September 25, 2023 4:37 PM
To: Rob Mattei <rmattei@grandrapidsmn.gov>; Aurimy Groom <agroom@grandrapidsmn.gov>
Subject: Planning Commission

Hi Rob and Aurimy,

I held off sending this notice until we were pretty sure the sale of our home and purchase of something different appeared eminent; closing set for this Friday.

We will be moving out of the city into Harris Township. Being we will no longer be city residents, I can no longer serve on the planning commission.

Thank you both (and the late Eric Trast) for everything you do for the city. It has been a pleasure to work with you, fellow commissioners, Chad, and the general public. I've learned a lot.

I wasn't the most talkative commissioner in the group, I guess my brain takes a little more time to think through things than others.

I'm sure that we will occasionally cross paths so see you soon.

Thanks again.

Mark



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider the renewal of the Group Vision Care Plan through Avesis.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The City of Grand Rapids offer a Vision Plan option to employees, where employees pay 100% of the premium. Avesis is the vision care provider. The attached Group Vision Care Plan Renewal Agreement needs to be signed along with the attached Premium collection form and Business Associates Agreement in order to continue offering the coverage to employees. The renewal period is January 1, 2024 to December 31, 2025, and there is no cost or liability to the City.

REQUESTED COUNCIL ACTION:

Make a motion to authorize the Mayor to sign the Group Vision Plan Renewal Agreement, Premium Collection Form, and Business Associates Agreement for the renewal period January 1, 2024 to December 31, 2025.

September 11, 2023

RE: 50790-1599 City of Grand Rapids

Hello

Thank you for choosing Avēsis as your vision carrier. Below is your group’s current plan information:

Current Plan: 980
Lens Options Package: NA
Current rates: \$6.90 / \$13.04 / \$14.21 / \$18.30

Wholesale Frame Allowance: \$50
Contact Lens Allowance: \$130
Copay: \$NA / \$10

Based on member utilization, we recommend the following packages, which provide more value than your current plan:

Lens Options	980	Recommendation 1: 050130KZL3	Recommendation 2: 050130KZL7
Youth Polycarbonate		✓	✓
Adult Polycarbonate		✓	✓
Standard Scratch		✓	✓
UV Screening		✓	✓
Solid or Gradient Tint		✓	✓
Standard Anti-Reflective		✓	✓
Level 1 Progressives			✓
Level 2 Progressives			✓
Plan Renewal Pricing	EE \$6.90	EE \$8.64	EE \$9.76
	ES \$13.04	ES \$16.57	ES \$18.86
	EC \$14.21	EC \$18.08	EC \$20.60
	EF \$18.30	EF \$23.36	EF \$26.64
Duration	2-Years	4-Years	
Potential Member Savings		\$268	\$498
Renewal Selection	<input checked="" type="checkbox"/> 980	<input type="checkbox"/> 050130KZL3	<input type="checkbox"/> 050130KZL7

Unless you request otherwise, your benefits will renew automatically with your current plan, effective January 01, 2024 to December 31, 2025. Please select your plan above, then sign and return by email to renewals@avesis.com or to 855-643-6630 within 30 days of the renewal date.

If you have questions, please call 844-630-1100 or email accountmanager@avesis.com.

Signature: _____ Date: _____

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



Business Associates Agreement

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

and authorize A.T. Group, LLC

to access City of Grand Rapids

information related to the enrollment and disenrollment, or summary health information (non-identifying information) as it relates to the insurance coverage underwritten by Avesis.

To effectively manage access we require your company to inform us as soon as possible should there be a change of broker or other reason to modify account access.

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

Signature _____ Signature 





Premium Collection Form

EMPLOYER NAME: Grand Rapids BRANCH: _____

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

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

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

EFFECTIVE DATE: From 1/1/2024 Through 12/31/2025 (Use separate form for different effective dates.)

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

Coverage Type	Plan Name	Employee Only	Employee + Spouse	Employee + 1 Child	Employee + Family	Employee + Children
Medical (Opt 1):		\$	\$	\$	\$	\$
Is this Plan Self-Funded? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Does this Plan replace a former Plan? <input type="checkbox"/> No <input type="checkbox"/> Yes Name of former Plan: _____						
COBRA Period Begins: <input type="checkbox"/> First of the month following qualifying event <input type="checkbox"/> Day after qualifying event <input type="checkbox"/> Other (please specify): _____						
Insurance Carrier Name: _____ Carrier Address: _____						
Medical (Opt 2):		\$	\$	\$	\$	\$
Is this Plan Self-Funded? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Does this Plan replace a former Plan? <input type="checkbox"/> No <input type="checkbox"/> Yes Name of former Plan: _____						
COBRA Period Begins: <input type="checkbox"/> First of the month following qualifying event <input type="checkbox"/> Day after qualifying event <input type="checkbox"/> Other (please specify): _____						
Insurance Carrier Name: _____ Carrier Address: _____						
Medical (Opt 3):		\$	\$	\$	\$	\$
Is this Plan Self-Funded? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Does this Plan replace a former Plan? <input type="checkbox"/> No <input type="checkbox"/> Yes Name of former Plan: _____						
COBRA Period Begins: <input type="checkbox"/> First of the month following qualifying event <input type="checkbox"/> Day after qualifying event <input type="checkbox"/> Other (please specify): _____						
Insurance Carrier Name: _____ Carrier Address: _____						
Dental:		\$	\$	\$	\$	\$
Is this Plan Self-Funded? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Does this Plan replace a former Plan? <input type="checkbox"/> No <input type="checkbox"/> Yes Name of former Plan: _____						
COBRA Period Begins: <input type="checkbox"/> First of the month following qualifying event <input type="checkbox"/> Day after qualifying event <input type="checkbox"/> Other (please specify): _____						
Insurance Carrier Name: _____ Carrier Address: _____						
Vision:	Avesis Vision material only base plan	\$6.90	\$13.04	\$14.21	\$18.30	\$14.21
Is this Plan Self-Funded? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Does this Plan replace a former Plan? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Name of former Plan: Avesis Vis - COBRA & RETIREE						
COBRA Period Begins: <input checked="" type="checkbox"/> First of the month following qualifying event <input type="checkbox"/> Day after qualifying event <input type="checkbox"/> Other (please specify): _____						
Insurance Carrier Name: _____ Carrier Address: _____						
HRA:		\$	\$	\$	\$	\$
Other:		\$	\$	\$	\$	\$
FSA Plan Year End Date: _____ Annual Maximum: \$ _____						



Authorized Signature: _____ Date: _____

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

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

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

CO-0007-103012



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider approving temporary liquor license for Itasca Curling Association

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Itasca Curling Association has applied for a temporary liquor license for a bon spiel event scheduled for October 27-28, 2023.

REQUESTED COUNCIL ACTION:

Make a motion to approve temporary liquor license for Itasca Curling Association bon spiel event scheduled for October 27-28, 2023.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

Item 9.

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Itasca Curling Association		Date of organization 10/16/2019		Tax exempt number [REDACTED]	
Organization Address (No PO Boxes) 902 Hale Lake Pointe		City Grand Rapids	State Minnesota	Zip Code 55744	
Name of person making application Haleigh Clevenger		Business phone [REDACTED]		Home phone 6123605309	
Date(s) of event 10/27/23 & 10/28/23		Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit			
Organization officer's name Jarid Arendt		City Grand Rapids	State Minnesota	Zip Code 55744	
Organization officer's name Haleigh Clevenger		City Grand Rapids	State Minnesota	Zip Code 55744	
Organization officer's name [REDACTED]		City [REDACTED]	State Minnesota	Zip Code [REDACTED]	

Location where permit will be used. If an outdoor area, describe.
Itasca Curling Assc - 902 Hale Lake Pointe, Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Itasca Reliable Insurance Agency \$500,000/\$1,000,000 - Policy Number A094260

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Grand Rapids
City or County approving the license
\$20.-
Fee Amount

Event in conjunction with a community festival ☐ Yes ☒ No
11,268
Current population of city

Kimberly Gibeau
Please Print Name of City Clerk or County Official

10-9-23
Date Approved
10/27-28/2023
Permit Date

kjibeau@grandrapidsmn.gov
City or County E-mail Address

[Signature]
Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY
PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY
CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider adopting a resolution establishing the official polling places for Grand Rapids Precincts One, Two, Three and Four

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Each year, Municipalities are required to adopt a resolution officially designating polling places for each voting precinct. Precincts is located within its own jurisdiction as preferred by law.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution establishing official polling places for the City of Grand Rapids Precincts One, Two, Three and Four.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 23-

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

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

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

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

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

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

Grand Rapids Precinct One (1)	Grand Rapids Fire Hall 104 SE 11 th Street
Grand Rapids Precinct Two (2)	Grand Rapids Area Library 140 NE 2 nd Street
Grand Rapids Precinct Three (3)	IRA Civic Center (Upper Level) 1401 NW 3 rd Avenue
Grand Rapids Precinct Four (4)	Zion Lutheran Church 2901 S. US Highway 169

Adopted this 9th day of October 2023.

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: October 9, 2023

AGENDA ITEM: Consider the adoption of a resolution authorizing an application to the MN Dept. of IRRR Development Partnership Grant Program for the Workforce Housing Pre-development Project.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

The Grand Rapids Economic Development Authority (GREDA) is working with Oppidan, Inc., a Minnesota housing developer, to plan for their development of a 4-story, 132-unit workforce housing project on a GREDA owned 15-acre site. This project involves the completion of pre-development design and due diligence to allow for a 2024 start of construction, pending their receipt of requested MHFA Workforce Housing assistance.

The total project budget is \$446,800. The grant request is for \$200,000. Oppidan will be responsible for the matching funds.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution authorizing an application to the MN Dept. of IRRR Development Partnership Grant Program for the Workforce Housing Pre-development Project.

CITY OF GRAND RAPIDS, MINNESOTA
RESOLUTION NO. 23-

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

**RESOLUTION AUTHORIZING THE CITY TO MAKE APPLICATION TO THE
MINNESOTA DEPT. OF IRON RANGE RESOURCES AND REHABILITATION
DEVELOPMENT PARTNERSHIPS GRANT PROGRAM FOR THE GRAND RAPIDS
WORKFORCE HOUSING PRE-DEVELOPMENT PROJECT**

WHEREAS THE Grand Rapids City Council approves of the above application, because it supports community and economic development that is consistent with the Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED that the City Council of Grand Rapids, Minnesota does hereby adopt this resolution.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. _____ was declared duly passed and adopted this 9th day of October, 2023

Mayor

Attest: _____
City Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider approving a donation agreement with Grand Itasca Clinic & Hospital

PREPARED BY: Matt Wegwerth

BACKGROUND:

At the August 28, 2023 regular council meeting, the City approved donating 6 cemetery plots to Grand Itasca Clinic & Hospital for the miscarriage initiative. Attached for approval is a lot donation agreement finalizing this donation.

REQUESTED COUNCIL ACTION:

Make a motion approving a lot donation agreement with Grand Itasca Clinic & Hospital for the miscarriage initiative.

LOT DONATION AGREEMENT

THIS LOT DONATION AGREEMENT (this “**Agreement**”) is made as of _____, 2023, by and between **City of Grand Rapids**, a Minnesota municipal corporation (“**City**”), and **Grand Itasca Clinic and Hospital**, a Minnesota nonprofit corporation (“**GICH**”).

RECITALS

A. City owns the Itasca Calvary Cemetery (the “**Cemetery**”) located at 1700 State Highway 169 East, Grand Rapids, Minnesota.

B. GICH has requested that City donate to GICH certain lots in the Cemetery for use as infant burial sites by GICH patients who experience early (pre-20 week) miscarriage (collectively, the “**Donation Purpose**”), and City desires to make such donation, all subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and GICH agree as follows:

1. Recitals; Exhibits. The recitals above are true and correct, and the recitals above and the attached exhibit are incorporated herein by reference.
2. Donation. On or about the date hereof, City will transfer to GICH ownership of the six (6) lots in the Cemetery described on Exhibit A attached hereto (the “**Lots**”), at no cost to GICH and pursuant to a mutually acceptable transfer document.
3. Lot Use. GICH may use the Lots for the Donation Purpose, it being understood that each Lot may be used as burial sites for multiple infants. City will cooperate with and not charge any fees or charges to GICH or its patients for such use.
4. Lot Maintenance/Costs. While the Lots are owned by GICH, City will maintain the Lots in a manner consistent with past practice and not charge GICH or its patients any fees or charges with respect to the Lots.
5. Future Transfers. While it is the intent of the parties that the Lots be owned by GICH and used in the manner described in Section 3 above, City will cooperate with GICH if it elects to transfer ownership of any unused Lot to its patient and will take all reasonable steps necessary to facilitate such transfer, all without cost to GICH or its patient. In addition, GICH may elect from time to time to transfer any unused Lot back to the City at no cost to GICH.
6. Notices. Any notice, request or other communication hereunder must be in writing (which may include email) and will be effective if sent to a party at the notice address under its signature block below or such other address as such party may provide from time to time

7. Miscellaneous. This Agreement may be executed in counterparts and by electronic means (including using DocuSign or through email delivery of signed signature pages). There are no third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Lot Donation Agreement effective as of the date first set forth above.

“City”

City of Grand Rapids,
a Minnesota municipal corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Notice address:

City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Attn: Matt Wegwerth, Public Works
Director/City Engineer
Email: mwegwerth@grandrapidsmn.gov

“GICH”

Grand Itasca Clinic and Hospital,
a Minnesota nonprofit corporation

By: _____
Name: _____
Its: _____

Notice address:

Grand Itasca Clinic and Hospital
1601 Golf Course Rd
Grand Rapids, MN 55744
Attn: Gretchen Danielson
Email: gretchen.danielson@fairview.org

EXHIBIT A

Lot Description

Section – Calvary A

Block – 25

Graves – 9, 10, 11, 22, 23 and 24



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider the adoption of a resolution issuing an order to raze or remove structures upon property located at 3321 River Road, Grand Rapids, MN

PREPARED BY: Jon Peterson

Background: The city finds the structures and the premises to be unfit for human occupancy and is in violation of the 2003 International Property Maintenance Code as adopted by the City of Grand Rapids as outlined below:

- The main building is found hazardous due to dilapidation taking place from lack of maintenance and abandonment. The roof, walls, and windows are dilapidated to the point they are not providing weather protection to the building.
- All exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition. There is debris scattered throughout the exterior of the property.
- Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be kept or stored on any premises; and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. There is an unlicensed motor vehicle on the property.
- All structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads. The main building is deteriorated to the point structural members of the roof have rotted and failed.
- Every window, skylight, door, and frame shall be kept in sound condition, in good repair, and weather-tight. Several windows in the main building are broken or missing.
- All plumbing fixtures shall be properly installed and maintained in working order and shall be kept free from obstructions, leaks, and defects, and be capable of performing the function for which plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary, and functional condition.
- All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances, and water heating appliances shall be properly installed and maintained in a safe working

condition and shall be capable of performing the intended function. There has been no water, or power usage in the main building for the last several years.

- Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard. There has been no power usage in the main building for the last several years.

The city attempted to serve the owner of this property, placing the violation on the structure and via certified mail, notice to clean and repair the premises to bring it to a condition where it no longer poses a danger on June 10, 2022, with no returned communication.

REQUESTED COUNCIL ACTION:

Make a motion to raze or remove structures upon the property located at 3321 River Road, Grand Rapids, Minnesota.

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

GRAND RAPIDS RESOLUTION 19--____

**ORDER TO RAZE OR REMOVE STRUCTURES LOCATED UPON
3321 RIVER ROAD, GRAND RAPIDS, MINNESOTA**

WHEREAS, the City of Grand Rapids is a governing body entitled to order the owners of any hazardous building to raze or remove the building.

WHEREAS, under Minnesota Statute 463.15, a hazardous building or property means any building or property which, because of inadequate maintenance, dilapidation, physical damage, unsanitary conditions, or abandonment constitutes a fire hazard to public safety or health.

WHEREAS, the owner of record of the structure and property legally described as:

The N. 200 feet of the S. 485 feet of Government Lot 7, Section 35, Township 55 North, Range 25, West of the Fourth Principal Meridian, laying East of State Hwy No. 38. Itasca County, Minnesota

is Douglas D. Hafar (deceased). The property contains one (1) main structure and one (1) garage and (1) Cubic Conex Storage Cargo Container.

WHEREAS, the City finds the structures and the premises to be unfit for human occupancy and is in violation of the 2003 International Property Maintenance Code as adopted by the City of Grand Rapids as outlined below:

- The main building is found hazardous due to dilapidation taking place from lack of maintenance and abandonment. The roof, walls and windows are dilapidated to a point they are not providing weather protection to the building.
- All exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition. There is debris scattered throughout the exterior of the property.
- Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be kept or stored on any premises; and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. There is an unlicensed motor vehicle on the property.
- All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads. The main building is deteriorated to the point structural members of the roof have rotted and failed.
- Every window, skylight, door and frame shall be kept in sound condition, good repair, and weather tight. Several windows in the main building are broken or missing.
- All plumbing fixtures shall be properly installed and maintained in working order, and

shall be kept free from obstructions, leaks and defects and be capable of performing the function for which plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition. There are plumbing fixtures laying loose outside the main building.

- All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function. There has been no water, or power usage in the main building for the last several years.
- Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard. There has been no power usage in the main building for the last several years.

WHEREAS, the City attempted to serve the owner of this property, via certified mail, notice to clean and repair the premises to bring it to a condition where it no longer poses a danger on June 10, 2022, with no returned communication. After receiving an Owner and Encumbrance report along with the Death Certificate of the Owner, Douglas D. Hafar, it is the City's intention, upon the passage of this resolution, to serve notice by publishing the notice of violation and resolution in the Grand Rapids Herald Review for three consecutive weeks.

WHEREAS, pursuant to the above-stated facts and in accordance with Minnesota Statutes, Sections 463.15 to 463.26, the Grand Rapids City Council hereby Orders that the owner of record of said hazardous building raze or remove the building, or within the time allotted, make repairs to the same described above.

WHEREAS, it is further Ordered that unless action is commenced to raze or remove the building within twenty (20) days after service of this Order and completed within sixty (60) days of such service, or unless such repairs are commenced within twenty (20) days after service of this Order and completed within sixty (60) days after service, or answer served upon the City of Grand Rapids in the manner provided for the service of answer in a civil action within twenty (20) days from the date of service of this Order, then the City of Grand Rapids will move the District Court of Itasca County for summary enforcement of this Order.

BE IT RESOLVED that the Council further Orders that if the City is compelled to take any corrective action herein, all necessary costs expended by the City will be assessed against the real estate concerned and collected in accordance with Minnesota Statutes as required by law.

BE IT FURTHER RESOLVED that the owner be served a copy of this Order, and the owner shall have to take the following action:

1. Remove or raze the buildings presently upon the property indicated above.

Failure to comply with or answer this Order as required by Minnesota Statute 463.18 will result in the City of Grand Rapids filing a Motion for Summary Enforcement of this Order in the

District Court, Itasca County, Minnesota. The owner shall have twenty days from the date of service of this Order to answer specifically and deny such facts contained in this Order if any are in dispute.

Adopted by the Council this ____ day of _____, 2023.

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 duly passed and adopted.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider the adoption of a resolution issuing an order to raze or remove structures upon property located at 914 Clover Lane, Grand Rapids, MN

PREPARED BY: Jon Peterson

Background: The city finds the structures and the premises to be unfit for human occupancy and is in violation of the 2003 International Property Maintenance Code as adopted by the City of Grand Rapids as outlined below:

- The main building is found hazardous due to dilapidation taking place from lack of maintenance and abandonment. The roof, walls, and windows are dilapidated to the point they are not providing weather protection to the building.
- All exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition. There is debris scattered throughout the exterior of the property.
- Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be kept or stored on any premises; and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. There is an unlicensed motor vehicle on the property.
- All structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads. The main building is deteriorated to the point structural members of the roof have rotted and failed.
- Every window, skylight, door, and frame shall be kept in sound condition, in good repair, and weather-tight. Several windows in the main building are broken or missing.
- All plumbing fixtures shall be properly installed and maintained in working order and shall be kept free from obstructions, leaks, and defects, and be capable of performing the function for which plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary, and functional condition.
- All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances, and water heating appliances shall be properly installed and maintained in a safe working

condition and shall be capable of performing the intended function. There has been no water, or power usage in the main building for the last several years.

- Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard. There has been no power usage in the main building for the last several years.

WHEREAS, the City attempted to serve the owner of this property, placing the violation on the structure and via certified mail, notice to clean and repair the premises to bring it to a condition where it no longer poses a danger on June 14, 2022, with no returned communication.

REQUESTED COUNCIL ACTION:

Make a motion to raze or remove structures upon the property located at 914 Clover Lane, Grand Rapids, Minnesota.

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

GRAND RAPIDS RESOLUTION 19--____

**ORDER TO RAZE OR REMOVE STRUCTURES LOCATED UPON
914 CLOVER LANE, GRAND RAPIDS, MINNESOTA**

WHEREAS, the City of Grand Rapids is a governing body entitled to order the owners of any hazardous building to raze or remove the building.

WHEREAS, under Minnesota Statute 463.15, a hazardous building or property means any building or property which, because of inadequate maintenance, dilapidation, physical damage, unsanitary conditions, or abandonment constitutes a fire hazard to public safety or health.

WHEREAS, the owner of record of the structure and property legally described as:

Lot 17, Block 6, Clover First Addition to Grand Rapids, Itasca County, Minnesota

Is Susan Lynn Rudd (deceased). The property contains one (1) main structure.

WHEREAS, the City finds the structures and the premises to be unfit for human occupancy and is in violation of the 2003 International Property Maintenance Code as adopted by the City of Grand Rapids as outlined below:

- The main building is found hazardous due to dilapidation taking place from lack of maintenance and abandonment. The roof, walls and windows are dilapidated to a point they are not providing weather protection to the building.
- All exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition. There is debris scattered throughout the exterior of the property.
- Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be kept or stored on any premises; and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. There is an unlicensed motor vehicle on the property.
- All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads. The main building is deteriorated to the point structural members of the roof have rotted and failed.
- Every window, skylight, door and frame shall be kept in sound condition, good repair, and weather tight. Several windows in the main building are broken or missing.
- All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition. There are plumbing fixtures

laying loose outside the main building.

- All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function. There has been no water, or power usage in the main building for the last several years.
- Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard. There has been no power usage in the main building for the last several years.

WHEREAS, the City attempted to serve the owner of this property, via certified mail, notice to clean and repair the premises to bring it to a condition where it no longer poses a danger on June 14, 2022, with no returned communication. After receiving an Owner and Encumbrance report along with the Death Certificate of the Owner, Susan Lynn Rudd, it is the City's intention, upon the passage of this resolution, to serve notice by publishing the notice of violation and resolution in the Grand Rapids Herald Review for three consecutive weeks.

WHEREAS, pursuant to the above-stated facts and in accordance with Minnesota Statutes, Sections 463.15 to 463.26, the Grand Rapids City Council hereby Orders that the owner of record of said hazardous building raze or remove the building, or within the time allotted, make repairs to the same described above.

WHEREAS, it is further Ordered that unless action is commenced to raze or remove the building within twenty (20) days after service of this Order and completed within sixty (60) days of such service, or unless such repairs are commenced within twenty (20) days after service of this Order and completed within sixty (60) days after service, or answer served upon the City of Grand Rapids in the manner provided for the service of answer in a civil action within twenty (20) days from the date of service of this Order, then the City of Grand Rapids will move the District Court of Itasca County for summary enforcement of this Order.

BE IT RESOLVED that the Council further Orders that if the City is compelled to take any corrective action herein, all necessary costs expended by the City will be assessed against the real estate concerned and collected in accordance with Minnesota Statutes as required by law.

BE IT FURTHER RESOLVED that the owner be served a copy of this Order, and the owner shall have to take the following action:

1. Remove or raze the building presently upon the property indicated above.

Failure to comply with or answer this Order as required by Minnesota Statute 463.18 will result in the City of Grand Rapids filing a Motion for Summary Enforcement of this Order in the District Court, Itasca County, Minnesota. The owner shall have twenty days from the date of service of this Order to answer specifically and deny such facts contained in this Order if any are in dispute.

Adopted by the Council this ____ day of _____, 2023.

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 duly passed and adopted.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider entering into a service agreement with ESC to monitor the new fire alarm panel at the IRA Civic Center.

PREPARED BY: Jon Peterson

BACKGROUND:

With the sprinkler system being added to the west rink as part of the Civic Center renovations a new fire alarm panel is being installed. The fire alarm panel is required to be monitored by a 24-hour Central Station Service. ESC has been onsite installing the new fire alarm panel and city staff is recommending entering into an agreement with ESC to monitor the new fire alarm system.

REQUESTED COUNCIL ACTION:

Make a motion to approve the annual service agreement with ESC for the monitoring of the fire alarm system at the Civic Center and authorize the Mayor to sign.



ENDRESEN SOUND COMPANY

P.O. Box 1095 • 420 Third Avenue • Proctor, MN 55810 • Phone: 218/727-3267

Proposal # n/a
 Date 9/25/2023

Name IRA Civic Center
 Name c/o Jon Peterson
 Address 1401 NW 3rd Ave.
 City, ST, ZIP Grand Rapids, MN 55744
 TEL: _____
 FAX: _____

[Proposal valid for sixty \(60\) days from above date.](#)

ESC Systems proposes to provide the following services for:

24-hour Central Station Service for your fire alarm and panic system for a period of One (1) year.

Annual Fire Alarm Central Station Fee \$ 258.00 per year

Annual Cellular Transmission Fee \$ 420.00 per year

(Cellular Transmission allows the customer to forgo having phone lines install to the digital communicator.)

\$ 678.00 Annually, Thereafter
 All prices not including tax.

THIS IS NOT AN INVOICE. PLEASE DO NOT SEND PAYMENT.

PROPOSAL TERMS:

Material and labor as required in accordance with above specifications

For the sum of: \$ 678.00 plus tax

Payment terms: NET 30

Acceptance of Proposal:

The above prices are satisfactory and are accepted.

ESC Systems Sound and Life Safety is hereby authorized to complete this contract as specified. Payment will be made as outlined within this contract. By signing below I agree to the General Terms and Conditions on the reverse side of this proposal.

Rudy Stabe

Authorized Representative of ESC Systems Sound and Life Safety

James R Stabe

Digitally signed by James R Stabe
 DN: cn=James R Stabe, o=ESC Systems, ou,
 email=rstabe@escsystems.com, c=US
 Date: 2023.09.25 05:26:20 -0500

Authorized Signature

September 25, 2023

Date of Proposal

 Company Name (if applicable)

 Authorized Signature

 Date of Acceptance

Monitoring-New

The following provisions explain your duties and responsibilities to ESC and ESC's duties and responsibilities to you in providing alarm monitoring service to you.

Annual Fee. ESC may increase the annual monitoring fee at any time after twelve (12) months from the date of this Agreement. ESC will give you advance written notice of any increase. If you do not wish to pay the increased fee, you may terminate this Agreement by sending to ESC written notice within thirty (30) days of the date of ESC's notice of increase. If you do not give ESC notice, you will be deemed to consent to the increase.

Monitoring Service—Your Responsibilities. You agree that effective monitoring of alarm signals requires your cooperation. You agree:

1. To regularly test the alarm system and to immediately notify ESC if you find anything wrong. Any repair services performed by ESC shall be billed to you at ESC's hourly rates then in effect.
2. To maintain the alarm system in proper operating condition and to pay all costs of doing so.
3. To avoid doing anything which might damage the alarm system or which might cause false alarms.
4. To keep all account information updated by telling ESC in writing of any changes.
5. To obtain from and pay any city, state and/or other authority for permits or licenses that are required to operate your alarm system and also to pay any fines which may result from false alarms.
6. To comply with all requirements of any monitoring subcontractor.
7. To give ESC access to your property whenever necessary.

Limitation of ESC's Responsibilities and Liabilities. You understand that:

1. ESC has no duty to maintain, repair, service, replace, operate or assure the operation of your alarm system.
2. Alarm systems can be bypassed and may not always operate properly for numerous reasons. THEREFORE, ESC HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS, THAT ITS SERVICE WILL AVERT, DETER OR PREVENT ANY LOSS.
3. ESC cannot control the response of fire departments, police departments, emergency medical services or others.
4. ESC is not providing a guard service under this Agreement and the monitoring service cannot take the place of insurance.
5. ESC would have to charge you a much higher price for monitoring service if ESC were going to be responsible for any harm such as business or personal loss, theft of property or money, property damage, personal injury or death to persons or other loss which might occur at the premises where the alarm system is installed.

Therefore, you agree that:

1. ESC is not responsible for design, installation, maintenance or repair of any equipment located at your premises.
2. ESC is not responsible for any interruption of service due to weather, strikes, riots, floods, fires, Acts of God or any other cause beyond its control or the control of the monitoring subcontractor.
3. ESC assumes no liability for services (or lack of services) provided by any monitoring subcontractor.
4. ESC is not responsible for any insurance covering any harm such as business or personal loss, theft of property or money, property damage, personal injury or death or other loss to you or anyone else on your premises.
5. Even if a court decides that a problem with the monitoring service or any other improper or careless activity by ESC or the monitoring subcontractor caused or allowed any harm such as business or personal loss, theft of property or money, property damage, personal injury or death to persons or other loss to you or to others, ESC will owe you only the annual monitoring fee paid by you or \$250, whichever is greater, as liquidated damages and not as a penalty, and this liability shall be complete and exclusive.
6. You hereby release, discharge and agree to defend, indemnify and hold ESC, its employees and agents harmless from any and all claims, liabilities, damages, loss or expenses, including but not limited to attorneys' fees, arising from or caused by any risk related to this Agreement, whether the claim is made by you, your agents or insurance company or by any other party claiming under or through you. You agree to notify your insurance company of this release.

Suspension of this Agreement. It is understood by you that ESC may stop monitoring your alarm system, temporarily, without notice and without liability or penalty, for the following reasons:

1. If in the sole opinion of ESC, too many false alarms or redundant or similar signals from your alarm system are received.
2. If the telephone or radio telemetry system between your alarm system, ESC or any monitoring subcontractor is not working properly.
3. If lightning strikes, floods, fire, equipment failures or other events beyond ESC's control affect the operation of any central monitoring station or the telephone or radio telemetry system.

Termination of This Agreement. It is understood by you that ESC may stop monitoring the alarm system, permanently, without liability or penalty, after ten (10) days written notice, for the following reasons:

1. If, in the sole opinion of ESC, too many false alarms from your alarm system are received.
2. If ESC is legally prevented from monitoring your alarm system.
3. If you do not pay ESC any amount due it, whether due under this Agreement or under another Agreement.

You agree that upon termination, ESC may enter your property to reprogram your alarm system and do whatever is necessary to stop calls from coming to ESC's monitoring system.

If this Agreement is terminated for any reason by either party, there will be no refund of any monitoring fee paid.

Renewal of This Agreement. The Agreement shall automatically renew for additional successive years unless either party gives to the other written notice at least thirty (30) days prior to the expiration of then current term.

Miscellaneous Terms.

1. Everything that you and ESC have agreed on is written in this Agreement. It replaces all earlier agreements and understandings, whether spoken or written. Nothing that you or ESC have said can change this Agreement.
2. This Agreement can only be changed in writing, and the writing must be signed by you and ESC.
3. This Agreement may not be assigned by you except upon prior written consent of ESC. ESC has the right to assign this Agreement to another party without notice to you and may also subcontract any services it may perform under and pursuant to this Agreement.
4. Any notice required to be given under the terms of this Agreement shall be sent in writing by first class mail, to the other party at the address set forth in this Agreement, or at another address if notice of that address is given to the other party.
5. If ESC is required to retain the services of an attorney to enforce any provision of this Agreement, you agree to pay ESC for those services.
6. A determination that any particular term of this Agreement is invalid or unenforceable shall not invalidate any other provision.
7. This Agreement shall be governed by the laws of the State of Minnesota.

MONITORING AGREEMENT

This Agreement is made this 25 day of September 2023 by and between (WH International Response Center, LLC ("Company") and ("Subscriber"). Subscriber is sometimes referred to herein as "you" or "your". Subject to the terms and conditions hereinafter set forth, Company agrees to perform monitoring services ("Services") for an electronic security alarm signaling system ("System"), as a subcontractor of ESC Systems ("Dealer"). You understand and agree that your local municipality may require that you obtain a license or permit for the use or monitoring of the System and that you are solely responsible for determining and complying with such obligations.

1. **Termination.** Company may terminate this Agreement at any time upon five (5) days written notice to you.
2. **DISCLAIMER/LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE:**

THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY AND OTHERS WHO MAY BE ON YOUR PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY DAMAGE; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE, COST AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR OPERATE ANY MONITORING STATION.

YOU FURTHER UNDERSTAND AND AGREE: THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES. IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

3. **Data Communications.** The System transmits and receives voice, video and data (collectively, "Signals") via some third-party communications equipment and service (e.g., telephone, cable, wireless, radio or satellite). The communications service may access or incorporate the Internet or some other network. Each communications service may be affected or delayed by any number of factors, natural or human. As a result, the transmission and receipt of Signals, regardless of the equipment or communications service used, may be interrupted, circumvented or otherwise compromised. In addition, the System and communications service may not be supervised. Under such circumstances, if the communications service is interrupted by any cause, there will not be any indication of such interruption at the monitoring facility or otherwise unless Subscriber elects to purchase and use any available form of technology designed to detect and report such an interruption at additional cost. If the communications service is incompatible, inoperative or interrupted, Signals will not be received at the monitoring facility or otherwise. You may elect to purchase and use some form of redundant communication equipment or service or some other form of communication service or equipment as part of the System at additional cost. Following installation, you must confirm that the communications equipment, technology and services used to transmit Signals to and from the System are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment or services (e.g., starting, discontinuing, changing, adding or removing any form of equipment or communication services). You also must test the System, equipment and communications service, periodically, and following changes. You acknowledge that the Company is not responsible to provide or pay for the communications services necessary to enable the System to transmit and receive Signals at the monitoring facility. Further, you understand that (i) a two-way voice system enables Company to "listen-in" to your premises; and (ii) video cameras enables Company to view into your premises. You authorize and consent to Company listening-in and viewing and release Company and Representatives for all claims, losses, damages, costs and expenses due to Company listening-in to or viewing your premises.

4. **Waiver of Subrogation.** You hereby waive any rights your insurance company may have to be reimbursed by Company or Representatives for money paid to you or on your behalf.

5. **INDEMNIFICATION.** IF ANYONE OTHER THAN YOU, INCLUDING YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING STATION FACILITIES, (IV) "LISTENING IN" TO COMMUNICATIONS OR AUDIO OR VIDEO RECORDING AT THE PREMISES, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, YOU AGREE TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

6. **Suspension of Service.** Should Dealer default under its contract with Company, or upon termination or suspension of Services for any reason, or if the System becomes a "runaway" system or the System excessively signals Company's monitoring station without apparent reason, you authorize Company to, without limitation, concurrently or consecutively, do any one or more of the following: ignore all signals received from the System, disconnect the System, or render the System incapable of signaling locally or communicating with the monitoring station by deletion of data necessary to operate the System and Company's obligations hereunder are waived automatically without notice to you.

NOTICES TO SUBSCRIBER. YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. READ THE FRONT AND REVERSE BEFORE SIGNING.

NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WH International Response Center, LLC

BY: _____

SUBSCRIBER

Signature

(IRA Civic Arena)

Printed Name

1401 NW 3rd Ave Grand Rapids, MN 55744

Address

ESC0297

Account#

7. **False Alarms.** In the event the System is activated for any reason whatsoever, you shall pay, without any right to be reimbursed by Company, all fines, fees, costs, expenses and penalties assessed against you or Company by any court or governmental agency.
8. **Binding Agreement.** This Agreement becomes binding upon Company only when signed or approved by an authorized representative of Company. If there are any additions to the Agreement or any of the printed terms and conditions have been altered, deleted or substituted by other wording, then such approval must come from one of the Company's officers. If there are no such additions, alterations, deletions or substitutions, this Agreement becomes binding on the Company upon the commencement of Services.
9. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of Minnesota.
10. **Place of Suit.** You and Company each irrevocably agree that all claims, actions or proceedings arising out of or from, in connection with, as a result of, related to or as a consequence of this Agreement or the Services (a "Suit") shall be brought exclusively in the state or federal courts located in the district or county where Company's monitoring station is located and you and Company each irrevocably consent to the exclusive jurisdiction of these courts.
11. **Service of Process.** You and Company each authorize and consent to service of process by U.S. mail, certified, return receipt requested, or national overnight courier service (with confirmation of receipt).
12. **WAIVER OF TRIAL BY JURY.** YOU AND COMPANY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.
13. **Contractual Limitation of Actions.** All Suits against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said Suit is barred. The time period in this paragraph must be strictly complied with.
14. **Assignability of Agreement.** This Agreement is not assignable by you. This Agreement or any portion thereof is assignable by Company.
15. **Monitoring Service.** Monitoring service consists solely of the calling by telephone of governmental agencies or the telephone number supplied by you in writing ("Proper Authorities") upon receipt of signals transmitted from the System which are codes identified in writing (hereinafter "Listed Codes") or voice communication received from your Premises. No monitoring service shall be rendered for signals received which are not Listed Codes or for voice communication which does not request assistance.
- Notwithstanding anything contained herein to the contrary, you understand and agree that upon receipt of a Listed Code and prior to telephoning any other person or entity, Company may, in its sole and absolute discretion and without any liability, contact or attempt to contact your Premises to verify the necessity to report the receipt of a Listed Code to any other person.
- You understand and agree that Company's efforts to notify Proper Authorities shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications.
16. **Service Information Obligation of Subscriber.** You shall provide the Company complete and accurate information required to perform Services under this Agreement ("Information") in accordance with the Company's policies. Information shall not become available for use until entered into the Company's database, which shall occur not sooner than the next business day after receipt of the Information at the monitoring station. Oral communications shall not be binding on Company.
17. **INTEGRATED AGREEMENT.** THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THE AGREEMENT.
18. **Valid Agreement.** Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.
19. **Modifications.** All changes or amendments to this Agreement must be in writing and signed by you and Company to be binding.
20. **Right to Subcontract.** Company may, in its sole and absolute discretion, subcontract for the provision of Services under this Agreement. You agree that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any Service to you, and bind you to said subcontractor with the same force and effect as they bind you to Company.
21. **Authorization to Record Communications.** You acknowledge and agree that Company may record video, wire and oral transmissions or communications and hereby consent and authorize Company to so record all such transmissions or communications between you, your agents, servants, employees or representatives and Company.
22. **MEDICAL EMERGENCY SIGNAL.** YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND AGREE THAT COMPANY AND REPRESENTATIVES ARE HEREBY RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES WHICH YOU, OR ANYONE CLAIMING THROUGH YOU, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY OR REPRESENTATIVES BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S FAILURE OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS.
23. **Subscriber as Surety.** You agree to be a surety for the obligations of Dealer to Company including, without limitation, all charges for Services rendered or to be rendered by Company to you, upon written notice to you that Dealer is in default or breach of its agreement with Company.
24. **Subscriber Obligations.** If the business relationship between you and Dealer terminates, or if you sell or no longer occupy the entire Premises, you shall immediately (i) notify Company in writing, and (ii) deprogram the microprocessor in the alarm panel to delete Company's telephone number and account number.
25. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.
26. **Company as Subcontractor.** You understand and agree that (i) the relationship between Company and Dealer is one of independent contractors where Company is a subcontractor of Dealer and not a partner or joint venturer with Dealer, and (ii) Company shall not be liable to you, directly or indirectly, for any liability of Dealer to you.
27. **Electronic Record.** A copy of this Agreement and signatures delivered by facsimile or e-mail shall be originals for all purposes. We may scan or otherwise convert this Agreement and any Information or other written materials into an electronic and/or digital file, which shall be given the same legal force and effect as the original. We may destroy all written documents or other materials once scanned or converted into an electronic or digital file.
28. **Application Use.** If you access or otherwise use the Service through your Smartphone or similar technology (e.g., iphone, Droid, ipad, etc.) (collectively, "Application Use"), you alone (i) are entirely responsible to comply with the terms, conditions and directions for any Application Use and (ii) acknowledge that we do not create any Application Use. For ease of reference, the term "Service" throughout this Agreement includes any Application Use.

{revised 07_2012}



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9th, 2023

AGENDA ITEM: Consider awarding a contracts to Casper Construction for the Fairgrounds Pond and TNT Construction for the Eagles Pond revitalization.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Quotes were solicited for the routine maintenance on two of the City storm ponds. The following quotes were received:

Fairgrounds Pond

Casper Construction-\$29,000

TNT Construction-\$33,800

Eagles Ponds

TNT Construction-\$59,900

Casper Construction-\$69,000

Staff is recommending awarding the low quotes to Casper Construction for the Fairgrounds Pond in the amount of \$29,000 and TNT Construction for the Eagles Ponds in the amount of \$69,000. This is a budgeted item.

REQUESTED COUNCIL ACTION:

Make a motion awarding contracts to Casper Construction in the amount of \$29,000 for the Fairgrounds Pond and TNT Construction in the amount of \$59,900 for Eagles Pond revitalization.

QUOTATION FORM

Grand Rapids, MN
Eagles Ponds – South Pokegama Ave

Submit quotation form to Dominic DeGuisseppi, City of Grand Rapids, 500 SE 4th St, Grand Rapids, MN by 12:00 pm on Friday September 22nd, 2023. Quotes can be mailed, emailed or hand delivered:

Quote package shall include the following:

1. Quotation Form
2. Scope/Plan specifications
3. Location map

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Quote for Grand Rapids – Eagles Pond – South Pokegama Ave.

Project Description: The project includes the revitalization of a City owned pond. The quote includes all of the labor, materials and all associated work activities. Additional details are provided in the special provisions.

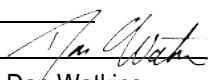
Project will be estimated on a sum per pond basis, based on the following estimated quantities:

Eagles Ponds – South Pokegama Ave Quote Total \$69,000.00

We, the undersigned, doing business as Casper Construction, Inc. have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids to furnish all labor, materials, equipment, skills and facilities for the complete construction of the BMP Revitalization as described herein. The prices shown include sales tax and all other applicable taxes, permits and fees.

Dated this 22 day of September, 2023

Name of Company Casper Construction, Inc.

Signature of Authorized Representative 

Printed Name of Authorized Representative Dan Watkins

Title of Authorized Representative Senior Estimator/Project Manager

Legal Address 212 SE 10th St., Grand Rapids, MN 55744

Business Phone 218-326-9637

SPECIAL PROVISIONS

General:

1. EJCDC Standard General Conditions of the Construction Contract shall apply to the project.
2. All material shall be in accordance with applicable building codes and local specifications.
3. Prevailing wage requirements for the State of Minnesota, Itasca County, apply to the project. Contractor shall adhere to Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
4. Final completion shall be November 17th, 2023
5. Liquidated damages shall be set at \$250 per day for every day after the completion dates that the project is not complete.
6. Contractor shall provide proof of insurance meeting the City's requirements. No bonds will be required.
7. Construction staking/layout will not be provided by the owner. Refer to original design plans provided in packet.
8. Project should be completed within a 14 day time period.



BMP Revitalization Scope/Plan

Excavate detention/retention ponds to original elevation by removal of collected sediment and unwanted vegetation maximizing pond capacity and efficiency.

Eagles Pond - west side of S Pokegama Ave

- De-water all loads on site prior to transportation. Excavation area (highlighted in red) is approximately .22 acres (south pond) & .18 acres (north pond).
- Excavate to original elevation. Sediment has been tested and the south pond has been deemed Level 1 Dredged Material and can be used as fill without restrictions. The north pond has been tested and can be used as fill for commercial/industrial projects only.
- Remove unwanted vegetation. (Cattails at inlets/outlets and around perimeter of pond)
- Clean/jet inlets and outlet pipes back to nearest manhole or catch basin.
- Maintain perimeter and outlet control throughout duration of project.
- Do not disturb trees surrounding perimeter of pond.
- At completion of project, stabilize disturbed banks using erosion control matting with the purpose of turf establishment. All construction debris shall be cleaned up and staging areas leveled, seeded and matted to prevent erosion.
- In case of a rain event, take measures to protect city streets and/or private property from flooding and contain contaminated runoff so that it is not discharged from the pond.

Pond Location

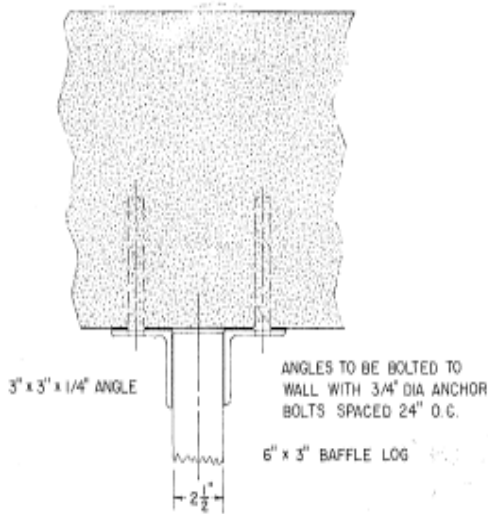




GROUND CONDITIONS, THE CONTRACTOR SHALL
BE RESPONSIBLE FOR ANY AND ALL DAMAGES
WHICH MAY OCCUR DUE TO HIS FAILURE TO PROPERLY LOCATE AND PREPARE
UNDERGROUND UTILITIES.

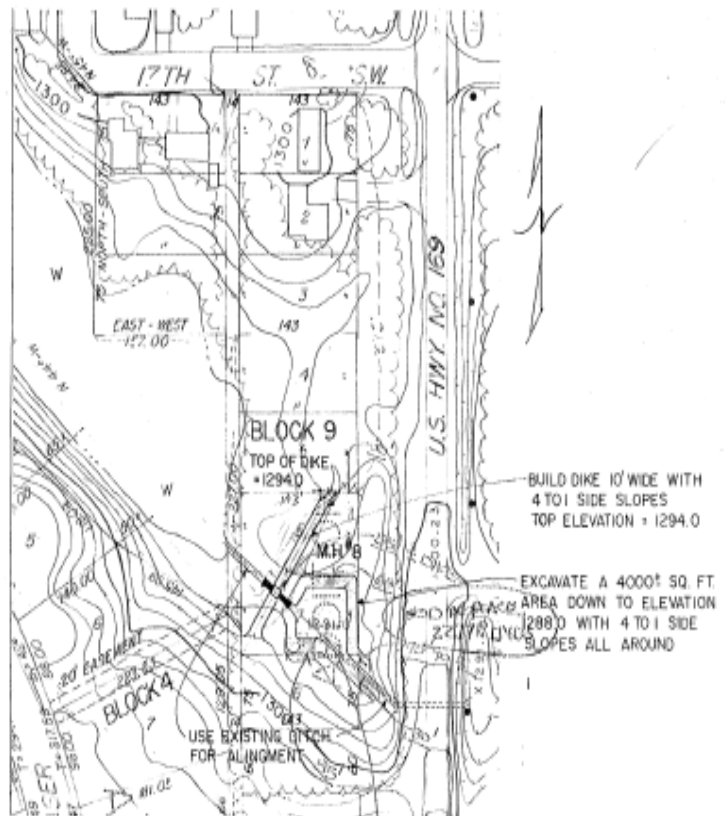
TOPOGRAPHY PREPARED BY K. B. MACKINNON AND ASSOCIATES
FROM PHOTOGRAPHS TAKEN 11/17/77

Mac & Don's - future site



ANGLE DETAIL

SCALE 1" = 4'



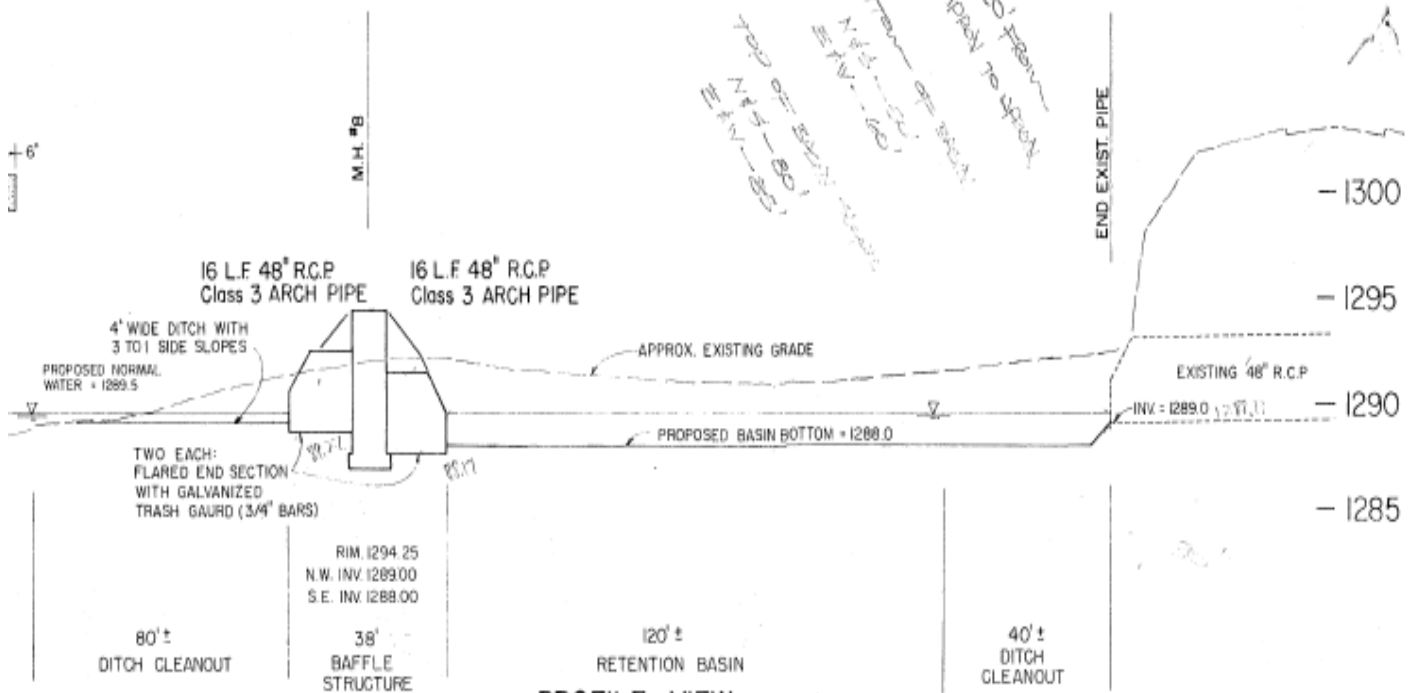
SILTING BASIN AND DIKE
PLAN VIEW

SCALE 1" = 100'

NOTES

MATERIALS NOT REQUIRED FOR DIKE
CONSTRUCTION SHALL BE REMOVED
FROM THE SITE BY THE CONTRACTOR

CITY OWNS LOTS 6,7,8,9 OF BLOCK 9



PROFILE VIEW

SCALE HOR 1" = 20', VER 1" = 5'

3.0 SEDIMENT SAMPLING AND TESTING

3.1 Sediment Collection

Fairground Pond

Two hand auger borings F-1 North (N) and F-2 South (S) were advanced within the pond basin on opposite ends of the pond. Each boring was advanced 3 feet into the pond sediment. Water depths were approximately 1-2 feet below surface. Fill and till material of sand with organics was observed from 2-4 feet. Till was identified from 4-5 feet as gray sand with clay in each hand auger. **Figure 2** shows the locations of the hand auger borings advanced for this project.

Eagle North Pond

Two hand auger borings EN-1 North (N) and EN-2 South (S) were advanced within the pond basin on opposite ends of the pond. Each boring was advanced 3 feet into the pond sediment. Water depths were approximately 2 feet below surface. Fill and till material of sand with organics was observed from 2-4 feet. Till was identified from 4-5 feet as gray sand with small gravel in each hand auger. **Figure 2** shows the locations of the hand auger borings advanced for this project.

Eagle South Pond

Two hand auger borings ES-1 North (N) and ES-2 South (S) were advanced within the pond basin on opposite ends of the pond. Each boring was advanced 3 feet into the pond sediment. Water depths were approximately 2 feet below surface. Fill and till material of sand with organics was observed from 2-4 feet. Till was identified from 4-5 feet as gray sand in each hand auger. **Figure 2** shows the locations of the hand auger borings advanced for this project.

Sediment generated from each boring was composited to create a unique sample for laboratory analysis from that sample location, in accordance with the May 2017 Stormwater Sediment Manual. AET's General Environmental Sampling Method, included in **Appendix A**, provides a general description of sampling methods used during this project.

3.2 Classification Methods

Sediment samples obtained in the field were visually/manually classified in general accordance with the Unified Soil Classification System (USCS) described in ASTM: D 2488. Boring logs are included in **Appendix C**.

3.3 Laboratory Analysis

AET submitted two sediment samples from the fairground pond, two from the eagle pond north and two from the eagle pond south to Eurofins (TestAmerica) for laboratory analysis of the following parameters:

- arsenic
- copper
- cPAHs

Appendix B includes the laboratory analytical report.

AET's geotechnical testing laboratory located in Duluth, MN analyzed three sediment samples for grain size analyses using ASTM Method C-136, one from each of the three ponds. **Appendix C** shows the results of the grain size analyses.

3.4 Reference Standards

In this report, we compare the analytical results to the baseline environmental regulatory standards in use by the MPCA. The reference standards are included in the results tables for comparison with assessment results. The following reference standards apply to potential contaminant exposures in soils:

- MPCA Tier 1 Residential Soil Reference Values (SRVs): Compound-specific values for long-term soil exposure in unrestricted-use settings (i.e., residential) above which an unacceptable risk to human health is predicted to exist. Soils below Tier 1 SRVs are suitable for reuse in residential settings.
- MPCA Tier 2 Industrial SRVs: Compound-specific values for long-term soil exposure in industrial-use settings above which an unacceptable risk to human health is predicted to exist. Soils below Tier 2 SRVs are suitable for reuse in industrial settings.
- MPCA Tier 1 Screening Soil Leaching Values (SLVs): Compound-specific values in unsaturated soils above which an unacceptable risk of leaching to groundwater and/or receptors is predicted to exist.

4.0 RESULTS

4.1 Sample Locations

Sample depths were chosen based on the information the Client provided on the anticipated dredge depth for the three ponds. The sample locations were chosen based on the Client's desired dredging area.

4.2 Sediment Description

The sediments encountered in the Fairground Pond consisted mostly of organic silt, vegetative pieces and sand. At the termination depth of the hand augers gray clay was encountered. The sediments in the Eagle Pond North and the Eagle Pond South consisted of sand with organic silt, some gravel was encountered at the termination depth of the hand augers.

4.3 Analytical Results

AET submitted one sample from each hand auger boring for laboratory analysis, two from the Fairground Pond, two from Eagle Pond North and two from Eagle Pond South. Laboratory analytical results are shown in the attached **Table 1** for the Fairground Pond and in **Table 2** for both Eagle Ponds. The results are compared to regulatory criteria published by the MPCA in the Tables. The laboratory reports are included as **Appendix B**.

4.3.1 PAHs

PAHs were Not Detected (ND) in the two samples from the Fairground Pond, the north end of the northern Eagle Pond or the south end of the southern Eagle Pond. PAHs were detected in the north end of the southern Eagle Pond as chrysene at 0.21 mg/kg, fluoranthene at 0.36 mg/kg and pyrene at 0.31 mg/kg, none of which were above their respective Tier 1 Residential/Recreational, Commercial/Industrial SRVs or SLVs and a BaP equivalent of 0.00017 mg/kg. Various PAHs were detected on the south end of the Northern Eagle Pond. Benzo(a) Pyrene, Benzo (b&j) Fluoranthene, Benzo(e) Pyrene and Benzo (g,h,i) Perylene were detected at their respective Report Limits (RL). Chrysene was noted at 1.8 mg/kg, fluoranthene at 4.0 mg/kg, phenanthrene at 1.6 mg/kg and pyrene at 3.3 mg/kg, none of these compounds were above their respective Tier 1 Residential/Recreational, Commercial/Industrial SRVs. Benzo(a) Pyrene at 1.5 mg/kg identified as equal to its Report Limit (RL) of 1.5 mg/kg exceeded its Screening SLV of 1.41 mg/kg. The BaP equivalent result was noted at 0.00095 mg/kg, none of the remaining PAH compounds were above their respective Tier 1 Residential/Recreational, Commercial/Industrial SRVs or SLVs.

4.3.2 Metals

Copper was Not Detected (ND) in the sediment samples analyzed from the three ponds. Arsenic was detected in the Fairground Pond north end at 1.13 mg/Kg, in the northern Eagle Pond south end at 2.21 mg/kg, and the southern Eagle Ponds south end at 1.11 mg/kg. None of the concentrations detected exceed their respective Tier 1 Residential/Recreational SRV, Commercial/Industrial SRV or SLVs.

4.3.3 Particle Size Distribution

The particle size distribution of the pond sediment in the Fairground Pond is sand with silt. The Fairground Pond sample was noted at 76.3% sand. Both of the Eagle Ponds particle size distribution of pond sediments was noted mostly as sand. The Eagle Pond North sample was noted at 75.7% sand and the Eagle Pond South sample at 63.1% sand.

5.0 DISCUSSION/CONCLUSIONS

The measured concentrations of the individual PAHs do not exceed any of their respective Tier 1 Residential/Recreational or Commercial/Industrial SRVs. Benzo(a) Pyrene at 1.5 mg/kg obtained in the south end of the Northern Eagle Pond was equal to its Report Limit (RL) of 1.5 mg/kg and exceeded its Screening SLV of 1.41 mg/kg.

Arsenic and copper were detected in the samples collected at concentrations below their respective SRVs and SLVs. Both metals occur naturally in the environment and the measured concentrations of arsenic and copper appear to be consistent with typical background concentrations.

According to the MPCA's Best Management Practices for Offsite Use of Unregulated Fill (MPCA BMP Guidance), the MPCA recommends avoiding placing unregulated fill at schools, playgrounds, daycares, residential properties, in gardens where food will be produced, and near lakes, rivers or streams. The MPCA indicates that unregulated fill is best suited for use at industrial or commercial properties. The MPCA BMP Guidance is attached (**Appendix D**).

6.0 RECOMMENDATIONS

During excavation, the water level should be kept below any outlets of the stormwater management area for the duration of the sediment excavating activity, or the discharge must be protected or controlled in such a manner as to prevent turbid water and/or dredged sediment from being released to a water resource. We recommend the water in the stormwater management area be drained as much as possible.

The MPCA May 2017 Stormwater Sediment Manual recommends that best management practices (BMPs) for erosion and sediment control should be employed at the site as well as the location where sediment is temporarily stockpiled. The MPCA also recommends that records of all dredge projects (e.g., reports, permits, plans, waste manifests, etc.) be maintained by the owner and operator of the stormwater management facilities.

7.0 STANDARD OF CARE

The data derived through this sampling program have been used to develop our opinions about subsurface conditions. However, because no sampling program can reveal totally what is in the subsurface, conditions between samples, and at other times, may differ from conditions described in this report. The sampling we conducted identified soil conditions only at those points where we took samples. Depending on the sampling methods and sampling frequency, every soil type may not be observed, and some materials or layers which are present in the ground may not be documented.

AET has endeavored to perform services for this project in a manner consistent with the level of skill and care ordinarily exercised by other members of the profession currently practicing in this area, under similar budgetary and time constraints. No additional warranty, express or implied, is made. This report is based on our current understanding of the project. If conditions differing from our original understanding or findings are identified, AET should be consulted to determine if there are material impacts on our conclusions or recommendations.

QUOTATION FORM

Grand Rapids, MN

Fairgrounds Pond - NE 14th St & Crystal Lake Blvd

Submit quotation form to Dominic DeGuisseppi, City of Grand Rapids, 500 SE 4th St, Grand Rapids, MN by 12:00 pm on Friday September 22nd, 2023. Quotes can be mailed, emailed or hand delivered:

Quote package shall include the following:

1. Quotation Form
2. Scope/Plan specifications
3. Location map

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Quote for Grand Rapids – Fairgrounds Pond – NE 14th St & Crystal Lake Blvd.

Project Description: The project includes the revitalization of a City owned pond. The quote includes all of the labor, materials and all associated work activities. Additional details are provided in the special provisions.

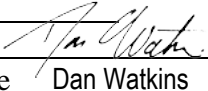
Project will be estimated on a sum per pond basis, based on the following estimated quantities:

Fairgrounds Pond – NE 14th St & Crystal Lake Blvd Quote Total \$29,000.00

We, the undersigned, doing business as Casper Construction, Inc. have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids to furnish all labor, materials, equipment, skills and facilities for the complete construction of the BMP Revitalization as described herein. The prices shown include sales tax and all other applicable taxes, permits and fees.

Dated this 22 day of September, 2023

Name of Company Casper Construction, Inc.

Signature of Authorized Representative 

Printed Name of Authorized Representative Dan Watkins

Title of Authorized Representative Senior Estimator/Project Manager

Legal Address 212 SE 10th St., Grand Rapids, MN 55744

Business Phone 218-326-9637

SPECIAL PROVISIONS

General:

1. EJCDC Standard General Conditions of the Construction Contract shall apply to the project.
2. All material shall be in accordance with applicable building codes and local specifications.
3. Prevailing wage requirements for the State of Minnesota, Itasca County, apply to the project. Contractor shall adhere to Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
4. Final completion shall be November 17th, 2023
5. Liquidated damages shall be set at \$250 per day for every day after the completion dates that the project is not complete.
6. Contractor shall provide proof of insurance meeting the City's requirements. No bonds will be required.
7. Construction staking/layout will not be provided by the owner. Refer to original design plans provided in packet.
8. Project should be completed within a 14 day time period.



BMP Revitalization Scope/Plan

Excavate detention/retention ponds to original elevation by removal of collected sediment and unwanted vegetation maximizing pond capacity and efficiency.

NE 14th St & Crystal Lake Blvd

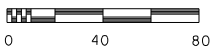
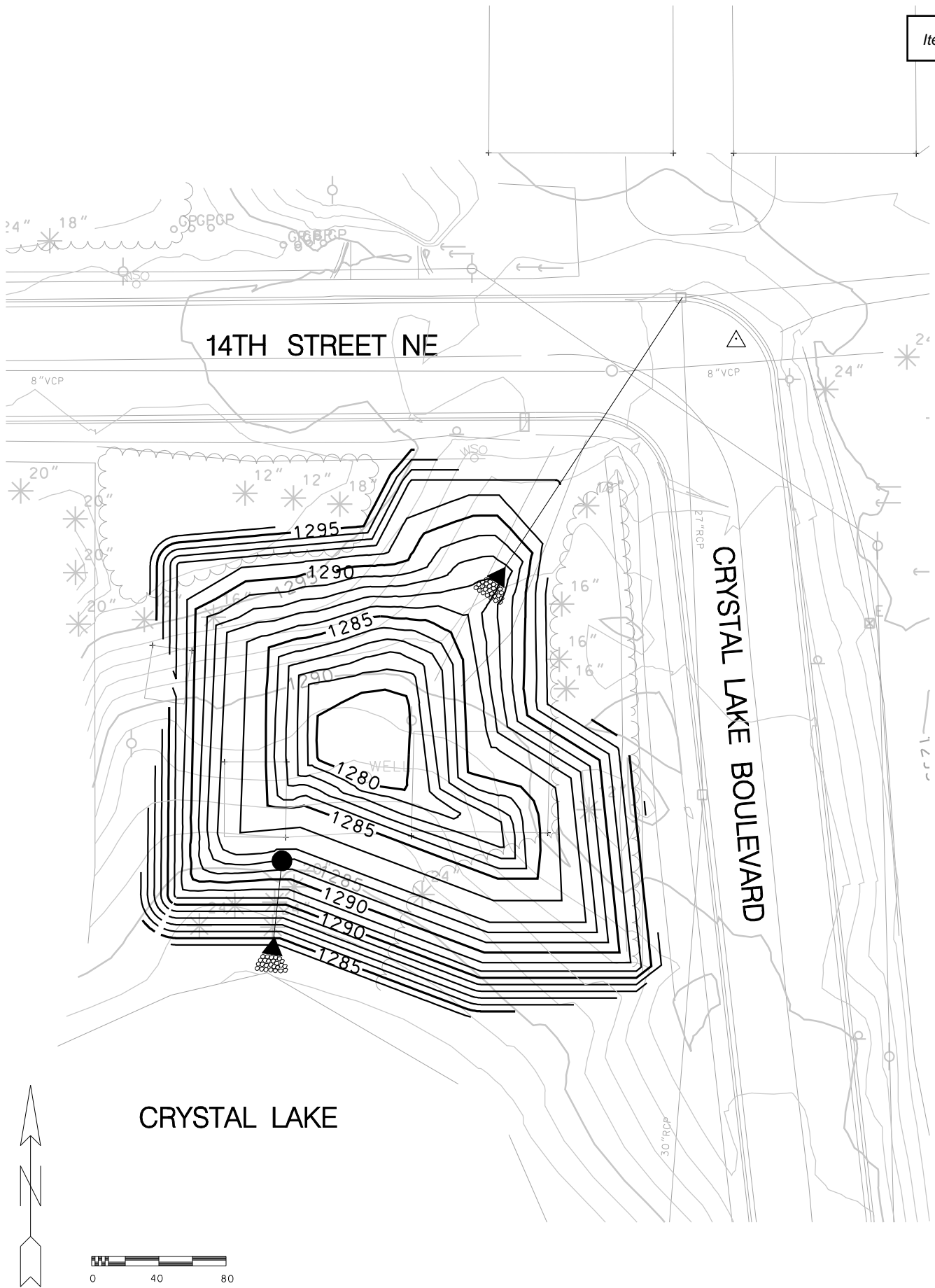
- De-water all loads on site prior to transportation. Excavation area is approximately .2 acres (highlighted in blue on map).
- Excavate to original elevation. Sediment has been tested and deemed Level 1 Dredged Material and can be used as fill without restrictions.
- Remove unwanted vegetation. (Cattails at inlets/outlets and around perimeter of pond)
- Clean/jet inlets and outlet pipes back to nearest manhole or catch basin.
- Maintain perimeter and outlet control throughout duration of project.
- Do not disturb trees surrounding perimeter of pond.
- At completion of project, stabilize disturbed banks using erosion control matting with the purpose of turf establishment. All construction debris shall be cleaned up and staging areas leveled, seeded and matted to prevent erosion.
- In case of a rain event, take measures to protect city streets and/or private property from flooding and contain contaminated runoff so that it is not discharged from the pond.

Pond Location





9/4/2007 2:54:19 PM SEH FILE P:\F\J\G\GRAND\070500\Task_12_Crystal_Lake_Pond\Plan Sheets\RCA_Layout.dgn



3.0 SEDIMENT SAMPLING AND TESTING

3.1 Sediment Collection

Fairground Pond

Two hand auger borings F-1 North (N) and F-2 South (S) were advanced within the pond basin on opposite ends of the pond. Each boring was advanced 3 feet into the pond sediment. Water depths were approximately 1-2 feet below surface. Fill and till material of sand with organics was observed from 2-4 feet. Till was identified from 4-5 feet as gray sand with clay in each hand auger. **Figure 2** shows the locations of the hand auger borings advanced for this project.

Eagle North Pond

Two hand auger borings EN-1 North (N) and EN-2 South (S) were advanced within the pond basin on opposite ends of the pond. Each boring was advanced 3 feet into the pond sediment. Water depths were approximately 2 feet below surface. Fill and till material of sand with organics was observed from 2-4 feet. Till was identified from 4-5 feet as gray sand with small gravel in each hand auger. **Figure 2** shows the locations of the hand auger borings advanced for this project.

Eagle South Pond

Two hand auger borings ES-1 North (N) and ES-2 South (S) were advanced within the pond basin on opposite ends of the pond. Each boring was advanced 3 feet into the pond sediment. Water depths were approximately 2 feet below surface. Fill and till material of sand with organics was observed from 2-4 feet. Till was identified from 4-5 feet as gray sand in each hand auger. **Figure 2** shows the locations of the hand auger borings advanced for this project.

Sediment generated from each boring was composited to create a unique sample for laboratory analysis from that sample location, in accordance with the May 2017 Stormwater Sediment Manual. AET's General Environmental Sampling Method, included in **Appendix A**, provides a general description of sampling methods used during this project.

3.2 Classification Methods

Sediment samples obtained in the field were visually/manually classified in general accordance with the Unified Soil Classification System (USCS) described in ASTM: D 2488. Boring logs are included in **Appendix C**.

3.3 Laboratory Analysis

AET submitted two sediment samples from the fairground pond, two from the eagle pond north and two from the eagle pond south to Eurofins (TestAmerica) for laboratory analysis of the following parameters:

- arsenic
- copper
- cPAHs

Appendix B includes the laboratory analytical report.

AET's geotechnical testing laboratory located in Duluth, MN analyzed three sediment samples for grain size analyses using ASTM Method C-136, one from each of the three ponds. **Appendix C** shows the results of the grain size analyses.

3.4 Reference Standards

In this report, we compare the analytical results to the baseline environmental regulatory standards in use by the MPCA. The reference standards are included in the results tables for comparison with assessment results. The following reference standards apply to potential contaminant exposures in soils:

- MPCA Tier 1 Residential Soil Reference Values (SRVs): Compound-specific values for long-term soil exposure in unrestricted-use settings (i.e., residential) above which an unacceptable risk to human health is predicted to exist. Soils below Tier 1 SRVs are suitable for reuse in residential settings.
- MPCA Tier 2 Industrial SRVs: Compound-specific values for long-term soil exposure in industrial-use settings above which an unacceptable risk to human health is predicted to exist. Soils below Tier 2 SRVs are suitable for reuse in industrial settings.
- MPCA Tier 1 Screening Soil Leaching Values (SLVs): Compound-specific values in unsaturated soils above which an unacceptable risk of leaching to groundwater and/or receptors is predicted to exist.

4.0 RESULTS

4.1 Sample Locations

Sample depths were chosen based on the information the Client provided on the anticipated dredge depth for the three ponds. The sample locations were chosen based on the Client's desired dredging area.

4.2 Sediment Description

The sediments encountered in the Fairground Pond consisted mostly of organic silt, vegetative pieces and sand. At the termination depth of the hand augers gray clay was encountered. The sediments in the Eagle Pond North and the Eagle Pond South consisted of sand with organic silt, some gravel was encountered at the termination depth of the hand augers.

4.3 Analytical Results

AET submitted one sample from each hand auger boring for laboratory analysis, two from the Fairground Pond, two from Eagle Pond North and two from Eagle Pond South. Laboratory analytical results are shown in the attached **Table 1** for the Fairground Pond and in **Table 2** for both Eagle Ponds. The results are compared to regulatory criteria published by the MPCA in the Tables. The laboratory reports are included as **Appendix B**.

4.3.1 PAHs

PAHs were Not Detected (ND) in the two samples from the Fairground Pond, the north end of the northern Eagle Pond or the south end of the southern Eagle Pond. PAHs were detected in the north end of the southern Eagle Pond as chrysene at 0.21 mg/kg, fluoranthene at 0.36 mg/kg and pyrene at 0.31 mg/kg, none of which were above their respective Tier 1 Residential/Recreational, Commercial/Industrial SRVs or SLVs and a BaP equivalent of 0.00017 mg/kg. Various PAHs were detected on the south end of the Northern Eagle Pond. Benzo(a) Pyrene, Benzo (b&j) Fluoranthene, Benzo(e) Pyrene and Benzo (g,h,i) Perylene were detected at their respective Report Limits (RL). Chrysene was noted at 1.8 mg/kg, fluoranthene at 4.0 mg/kg, phenanthrene at 1.6 mg/kg and pyrene at 3.3 mg/kg, none of these compounds were above their respective Tier 1 Residential/Recreational, Commercial/Industrial SRVs. Benzo(a) Pyrene at 1.5 mg/kg identified as equal to its Report Limit (RL) of 1.5 mg/kg exceeded its Screening SLV of 1.41 mg/kg. The BaP equivalent result was noted at 0.00095 mg/kg, none of the remaining PAH compounds were above their respective Tier 1 Residential/Recreational, Commercial/Industrial SRVs or SLVs.

4.3.2 Metals

Copper was Not Detected (ND) in the sediment samples analyzed from the three ponds. Arsenic was detected in the Fairground Pond north end at 1.13 mg/Kg, in the northern Eagle Pond south end at 2.21 mg/kg, and the southern Eagle Ponds south end at 1.11 mg/kg. None of the concentrations detected exceed their respective Tier 1 Residential/Recreational SRV, Commercial/Industrial SRV or SLVs.

4.3.3 Particle Size Distribution

The particle size distribution of the pond sediment in the Fairground Pond is sand with silt. The Fairground Pond sample was noted at 76.3% sand. Both of the Eagle Ponds particle size distribution of pond sediments was noted mostly as sand. The Eagle Pond North sample was noted at 75.7% sand and the Eagle Pond South sample at 63.1% sand.

5.0 DISCUSSION/CONCLUSIONS

The measured concentrations of the individual PAHs do not exceed any of their respective Tier 1 Residential/Recreational or Commercial/Industrial SRVs. Benzo(a) Pyrene at 1.5 mg/kg obtained in the south end of the Northern Eagle Pond was equal to its Report Limit (RL) of 1.5 mg/kg and exceeded its Screening SLV of 1.41 mg/kg.

Arsenic and copper were detected in the samples collected at concentrations below their respective SRVs and SLVs. Both metals occur naturally in the environment and the measured concentrations of arsenic and copper appear to be consistent with typical background concentrations.

According to the MPCA's Best Management Practices for Offsite Use of Unregulated Fill (MPCA BMP Guidance), the MPCA recommends avoiding placing unregulated fill at schools, playgrounds, daycares, residential properties, in gardens where food will be produced, and near lakes, rivers or streams. The MPCA indicates that unregulated fill is best suited for use at industrial or commercial properties. The MPCA BMP Guidance is attached (**Appendix D**).

6.0 RECOMMENDATIONS

During excavation, the water level should be kept below any outlets of the stormwater management area for the duration of the sediment excavating activity, or the discharge must be protected or controlled in such a manner as to prevent turbid water and/or dredged sediment from being released to a water resource. We recommend the water in the stormwater management area be drained as much as possible.

The MPCA May 2017 Stormwater Sediment Manual recommends that best management practices (BMPs) for erosion and sediment control should be employed at the site as well as the location where sediment is temporarily stockpiled. The MPCA also recommends that records of all dredge projects (e.g., reports, permits, plans, waste manifests, etc.) be maintained by the owner and operator of the stormwater management facilities.

7.0 STANDARD OF CARE

The data derived through this sampling program have been used to develop our opinions about subsurface conditions. However, because no sampling program can reveal totally what is in the subsurface, conditions between samples, and at other times, may differ from conditions described in this report. The sampling we conducted identified soil conditions only at those points where we took samples. Depending on the sampling methods and sampling frequency, every soil type may not be observed, and some materials or layers which are present in the ground may not be documented.

AET has endeavored to perform services for this project in a manner consistent with the level of skill and care ordinarily exercised by other members of the profession currently practicing in this area, under similar budgetary and time constraints. No additional warranty, express or implied, is made. This report is based on our current understanding of the project. If conditions differing from our original understanding or findings are identified, AET should be consulted to determine if there are material impacts on our conclusions or recommendations.

QUOTATION FORM

Grand Rapids, MN
Fairgrounds Pond - NE 14th St & Crystal Lake Blvd

Submit quotation form to Dominic DeGuisseppi, City of Grand Rapids, 500 SE 4th St, Grand Rapids, MN by 12:00 pm on Friday September 22nd, 2023. Quotes can be mailed, emailed or hand delivered:

Quote package shall include the following:

1. Quotation Form
2. Scope/Plan specifications
3. Location map

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Quote for Grand Rapids – Fairgrounds Pond – NE 14th St & Crystal Lake Blvd.

Project Description: The project includes the revitalization of a City owned pond. The quote includes all of the labor, materials and all associated work activities. Additional details are provided in the special provisions.

Project will be estimated on a sum per pond basis, based on the following estimated quantities:

Fairgrounds Pond – NE 14th St & Crystal Lake Blvd Quote Total 33800.00

We, the undersigned, doing business as TNT Construction Group LLC have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids to furnish all labor, materials, equipment, skills and facilities for the complete construction of the BMP Revitalization as described herein. The prices shown include sales tax and all other applicable taxes, permits and fees.

Dated this 22 day of Sept, 2023
 Name of Company TNT Construction Group LLC
 Signature of Authorized Representative [Signature]
 Printed Name of Authorized Representative Dominic Ellison
 Title of Authorized Representative AM
 Legal Address 40 County Rd 63 Grand Rapids MN 55744
 Business Phone 218-326-1881

QUOTATION FORM

Grand Rapids, MN
Eagles Ponds – South Pokegama Ave

Submit quotation form to Dominic DeGuisseppi, City of Grand Rapids, 500 SE 4th St, Grand Rapids, MN by 12:00 pm on Friday September 22nd, 2023. Quotes can be mailed, emailed or hand delivered:

Quote package shall include the following:

1. Quotation Form
2. Scope/Plan specifications
3. Location map

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Quote for Grand Rapids – Eagles Pond – South Pokegama Ave.

Project Description: The project includes the revitalization of a City owned pond. The quote includes all of the labor, materials and all associated work activities. Additional details are provided in the special provisions.

Project will be estimated on a sum per pond basis, based on the following estimated quantities:

Eagles Ponds – South Pokegama Ave Quote Total 59,920.20

We, the undersigned, doing business as TNT Construction Group LLC have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids to furnish all labor, materials, equipment, skills and facilities for the complete construction of the BMP Revitalization as described herein. The prices shown include sales tax and all other applicable taxes, permits and fees.

Dated this 22 day of Sept, 2023
 Name of Company TNT Construction Group LLC
 Signature of Authorized Representative [Signature]
 Printed Name of Authorized Representative Dominic DeGuisseppi
 Title of Authorized Representative PM
 Legal Address 40 County Rd 63 Grand Rapids MN 55744
 Business Phone 218-326-1881



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider approving change orders for Civic Center Project.

PREPARED BY: Kim Gibeau for Glen Hodgson

BACKGROUND:

Change Order 1 for Work Scope 5 (Ice Rink Refrigeration) with Commercial Refrigeration Systems provides a temporary chiller connection for that part of the system serving the east venue. Installing this connection provides flexibility in the future in the event of a problem with the main refrigeration plant. If such a problem ever occurred, a portable, temporary chiller could be readily connected to the east venue, thereby providing continuing ice-making capabilities. Please note that the system already includes such a temporary connection on the west side of the facility. This change order will increase the contract with Commercial Refrigeration by \$4,593.00.

Change Order 19 for Work Scope 3 (General Construction) with TNT Construction Group:

- Has 4 components.
- “Component 1” approves a flooring change in Vestibule 203 (west entry to the upper lobby.) The change is from epoxy to carpet tile. Carpet will be less slippery when snow is tracked into the building. This change is a credit to the City and will decrease the TNT contract by \$1,020.00.
- “Component 2” approves preparatory work that was necessary prior to installing epoxy flooring in the lower lobby and adjoining areas. Carpet was removed. The remnants of carpet glue were also scraped and buffed off the concrete floor—which was actually the more labor-intensive operation. This work was completed on a time and materials basis to keep lower lobby renovations on schedule. This work increases TNT’s contract by \$19,063.00.
- “Component 3” approves additional work in the “north bathrooms.” In order to complete the plumbing changes in these rooms, the existing wall between the two spaces needs to be removed and replaced with a “plumbing wall.” This work increases TNT’s contract by \$7,741.00.
- “Component 4” approves a change in wall surfacing outside the fire-suppression system meter room. This room is immediately adjacent to the south entrance to the building. The proposal is to replace the specified drywall surface with a much more durable and hard laminated wall surfacing. This is a very high traffic area and standard drywall would be prone to damage. This work increases TNT’s contract by \$2,920.00.
- In total, this change order increases TNT’s contract by \$28,704.00.

The total net change to the project cost for these 2 change orders is an increase of \$33,297.00. Sufficient funds remain in the project contingency to cover these costs.

REQUESTED COUNCIL ACTION:

Make a motion to approve change orders for Civic Center Project as presented.



ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470
Phone: (763) 354-2670

Project: S19041C - IRA Civic Center- Grand Rapids
1401 NW 3rd Ave
Grand Rapids, Minnesota 55744

DRAFT

Contract Change Order #019: CE #067 - PR 47 Flooring change in Vestibule 203 | CE #075 - FWO; demo east lobby flooring | CE #076 - PR 54 Plumbing Wall | CE #077 - PR 55 Meter Room Wainscot

CONTRACT COMPANY:	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	CONTRACT FOR:	SC-S19041C-003:Work Scope 03 - General Construction - TNT
DATE CREATED:	10/03/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:	Glen Hodgson	LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	10/10/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	Multiple bundled changes	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$28,704.00

DESCRIPTION:

CE #067 - PR 47 Flooring change in Vestibule 203

See the attached PR. Provide a CREDIT Quote with a detailed cost savings breakdown.

CE #075 - FWO; demo east lobby flooring

CE #076 - PR 54 Plumbing Wall

See the attached PR. Provide a Quote with a detailed cost breakdown.

CE #077 - PR 55 Meter Room Wainscot

See the attached PR. Provide a Quote with a detailed cost breakdown.

ATTACHMENTS:

[Bedrock.pdf](#) [Northland.pdf](#) [TNT RFP 54.pdf](#) [48463 IRA Civic Center Renovation CO4.PDF](#) [TNT RFP 55.pdf](#) [9-1-23 floor stripping 2241.00.pdf](#) [9-6-23 floor stripping 1781.00.pdf](#) [9-5-23 floor stripping 1591.00.pdf](#) [8-29-23 Floor stripping 6207.00.pdf](#) [8-30-23 floor stripping 1597.00.pdf](#) [8-31-23 floor stripping 2379.00.pdf](#) [9-18-23 floor stripping 677.00.pdf](#) [9-8-23 floor stripping 1545.00.pdf](#) [9-7-23 floor stripping 1045.00.pdf](#) [17073.3 - RFP 55 - Meter Room Wainscot.pdf](#) [17073.3 - RFP 54 - Plumbing Wall.pdf](#) [Re_FW IRA Civic Center- Grand Rapids CE #067 - PR 47 Flooring change in Vestibule 203 Status changed from Under Review to Revise and Resubmit.msg](#) [17073.30 - RFP 47 Flooring Change.pdf](#)

CHANGE ORDER LINE ITEMS:



CCO #019

#	Cost Code	Description	Type	Amount
1	5--5.03 - Work Scope 03	PR 47 Flooring change in Vestibule 203	Other	(\$1,020.00)
2	5--5.03 - Work Scope 03	FWO; demo east lobby flooring	Other	\$ 19,063.00
3	5--5.03 - Work Scope 03	PR 54 Plumbing Wall	Other	\$ 7,741.00
4	5--5.03 - Work Scope 03	PR 55 Meter Room Wainscot	Other	\$ 2,920.00
Subtotal:				\$28,704.00
Grand Total:				\$28,704.00

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 381,153.12
The contract sum prior to this Change Order was	\$ 2,751,253.12
The contract sum would be changed by this Change Order in the amount of	\$ 28,704.00
The new contract sum including this Change Order will be	\$ 2,779,957.12
The contract time will not be changed by this Change Order by 0 days	

ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470

**TNT Construction Group,
LLC**
40 County Road 63
Grand
Rapids Minnesota 55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ 142



ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470
Phone: (763) 354-2670

Project: S19041C - IRA Civic Center- Grand Rapids
1401 NW 3rd Ave
Grand Rapids, Minnesota 55744

Contract Change Order #001: CE #064 - FWO; Temp Chiller Connections

CONTRACT COMPANY:	Commercial Refrigeration Systems 104 East Chestnut Street Virginia, Minnesota 55792	CONTRACT FOR:	SC-S19041C-005:WS 05 Ice Rink - Commercial Refr
DATE CREATED:	9/25/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:	Tom Pagel	LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	09/26/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	FWO; Temp chiller connections	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	Yes	TOTAL AMOUNT:	\$4,593.00

DESCRIPTION:

CE #064 - FWO; Temp Chiller Connections

The city is authorizing CMS to proceed with a time and materials field work order to cut/install/insulate/test connections for a temporary chiller if we need it.

ATTACHMENTS:[Change Order Request 1.pdf](#)**CHANGE ORDER LINE ITEMS:****CCO #001**

#	Cost Code	Description	Type	Amount
1	5--5.05 - Work Scope 05	FWO; Temp Chiller Connections	Other	\$ 4,593.00
Subtotal:				\$4,593.00
Grand Total:				\$4,593.00

The original (Contract Sum)	\$ 2,270,571.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 2,270,571.00
The contract sum would be changed by this Change Order in the amount of	\$ 4,593.00
The new contract sum including this Change Order will be	\$ 2,275,164.00
The contract time will not be changed by this Change Order by 0 days	

ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470

Commercial Refrigeration Systems
104 East Chestnut Street
Virginia Minnesota 55792

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider accepting a quote from Gartner Controls for Civic Center door access.

PREPARED BY: Kim Gibeau for Glen Hodgson

BACKGROUND:

Attached is a quote from Gartner Controls. The quotation provides materials and installation to enable FOB-controlled access at two doors at the Civic Center. Civic Center staff will designate which two doors will be FOB-controlled. A more extensive access control system is the ultimate goal, but Civic Center staff, the Building Official, and the Fire Chief all agree that this is a “good start” and are in agreement that we should move forward with this work.

Please note that a single quote was solicited. The single quote is justified based on Gartner’s unique familiarity with the building and with their on-going system control work at the building. The amount of the quote is \$18,260.00.

Sufficient funds remain in the project contingency to cover this cost.

REQUESTED COUNCIL ACTION:

Make a motion to accept quote from Gartner Controls for FOB controlled access for two doors at the Civic Center.



Gartner

Date: 4/18/2023

Attn: John Peterson

Project: IRA Civic Center Access Controls

Overview:

We will provide labor and materials to meet design request. This sale covers Honeywell Temperature Controls. Our work scope includes: Application Engineering, Field Installation, Functional Checkout, Owner Training, and one year labor and material warranty.

() Specified Control Pricing..... **\$18,260.00**

Includes: Provide / Install access control for 2 doors
 Provide 50 HID FOBS / CARDS
 Provide / Install Access Control N4 WEBS8000
 Provide / Install Building Access Graphic

Material Lead Time 2-4 weeks

Please check off (x) and return accepted itemized pricing with contract purchase orders. Our project set-up will require site address, contact personal and retainage. Please identify certified payroll, lien waivers and insurance requirements. Approved equipment submittals, and construction schedule information will expedite our own submittal process. RFI to precede changes to scope.

Respectfully Submitted by:

Ryan Kyllonen; *Project Estimator* , 218.740.1129

Alan Gajda; *Project Manager* , 218.740.1137

Brian Kreager; *Refrigeration Project Estimator* , 218.740.1125

2331 West Superior Street Duluth, MN 55806 P# 218.722.4439 F# 218.722.3422 www.gartner1.com

Honeywell ACI Contractor



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10/09/2023

AGENDA ITEM: Make a motion to authorize Grand Rapids Police Department to apply for and accept \$723.50 from the 2023 Patrick Leahy Bulletproof vest Program and to adopt a resolution accepting the same.

PREPARED BY: Captain Jeremy Nelson

BACKGROUND:

Created by the Bulletproof Vest Partnership Grant Act of 1998, the Patrick Leahy Bulletproof Vest Partnership (BVP) Program, administered by the Bureau of Justice Assistance (BJA), reimburses states, units of local government, and federally recognized Indian tribes for up to 50 percent of the cost of body armor vests purchased for law enforcement officers.

After the initial purchase of for new officers, bulletproof vests are replaced every five years. The cost of the vests are covered through reimbursement, half by the BVP and half by the State of Minnesota.

The Grand Rapids Police Department has applied for and been awarded reimbursement by this program numerous time in the past 10 years. The amount each year varies depending on the number of vests due to be replaced.

For 2023 the Grand Rapids Police Department has been granted \$723.50 through the BVP. This will cover half of the cost of our new officer's bulletproof vest. There are no other GRPD vests needing replacement during this cycle of the program.

REQUESTED COUNCIL ACTION:

Make a motion to authorize Grand Rapids Police Department to apply for and accept \$723.50 from the 2023 Patrick Leahy Bulletproof vest Program and to adopt a resolution accepting the same.

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

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A \$723.50 GRANT FROM THE PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP (BVP) PROGRAM, ADMINISTERED BY THE BUREAU OF JUSTICE ASSISTANCE (BJA) TO THE GRAND RAPIDS POLICE DEPARTMENT TOWARDS THE PURCHASE A BULLETPROOF VEST

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

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

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

- The Bureau of Justice Assistance (BJA) has granted the Grand Rapids Police Department a \$723.50 grant towards the purchase of one bulletproof vest.

Adopted this 9th day of October, 2023

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider approval of subordination agreements in favor of National Bank of Commerce, Hibbing Branch.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

The City of Grand Rapids holds two mortgages dated December 27, 2016, recorded against properties owned by Canal Apartments, LLC. These two mortgages secure a deferred Small Cities Development Program Commercial Rehabilitation Loans in the principal amounts of \$15,582.00 and \$15,060.00. These deferred loans will be forgiven entirely on the date of maturity, which is December 27, 2023.

The borrower, or a subsidiary, is refinancing debt through National Bank of Commerce, Hibbing Branch who is requesting the City subordinate.

REQUESTED COUNCIL ACTION:

Make a motion to approved two subordination agreements in favor of National Bank of Commerce, Hibbing Branch

91-720-0750

A000709507
OFFICE OF THE COUNTY RECORDER
ITASCA COUNTY, MINNESOTA

Item 20.

CERTIFIED, FILED, AND
RECORDED ON
12/30/2016 12:52:39 PM

PAGES: 7
REC FEES: \$46.00

NICOLLE ZUEHLKE
ITASCA COUNTY RECORDER

BY TS Dep



Exempt From Mortgage Registration Tax


Jeffrey T. Walker, Auditor/Treasurer

MORTGAGE REGISTRY TAX DUE: This instrument is exempt from registration tax because the City of Grand Rapids is the Mortgagee and exempt from taxation pursuant to Minnesota Statute 287.04.

REAL ESTATE MORTGAGE SCDP COMMERCIAL & RESIDENTIAL LOAN PROGRAM

THIS MORTGAGE, is made this 27th day of December, 2016 by Canal Apartments LLC(owners), n/a (marital status) (hereinafter collectively referred to as "Mortgagor") and the **City of Grand Rapids**, a public body corporate and politic of the State of Minnesota, having its principal office at 420 N Pokegama Ave, Grand Rapids, MN 55744 (hereinafter referred to as "Mortgagee"); and, where applicable, the Contract for Deed vendor(s), remainderman, or separated spouses not in possession or others with ownership interest joining in this mortgage at the place provided below.

WITNESSETH: Mortgagor and Mortgagee have entered into that certain Loan Note and Agreement for SCDP Loan Program (hereinafter referred to as the "Note") pursuant to which Mortgagee has loaned, or committed to loan, Mortgagor the sum of Fifteen Thousand Sixty dollars & 00/100's (\$15,060.00) (hereinafter referred to as the "Loan"). In consideration thereof the Mortgagor does hereby Mortgage, grant, bargain, sell and convey unto the Mortgagee, its successors and assigns, forever, with power of sale, all parcel(s) of land situated in the County of Itasca, State of Minnesota, described in the attached **EXHIBIT A**, together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all fixtures now or hereinafter attached to or used in connection with the premises herein described, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage (hereinafter referred to as the "Mortgaged Property"). Said Mortgage is given to secure repayment of the entire indebtedness due on or before December 27th, 2023 (date of maturity) by Mortgagor to Mortgagee under the Note, as well as all other amounts due by Mortgagor to Mortgagee under the terms of this Mortgage

TO HAVE AND TO HOLD THE SAME, unto the said Mortgagee, its successors and assigns forever.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall well and truly pay to the Mortgagee the principal sum of Fifteen Thousand Sixty dollars & 00/100's (\$15,060.00), together with interest thereon according to the terms of the Note of even date herewith, the provisions of which are incorporated herein by reference (or of any instrument issued in substitution therefore or in renewal or as a refinancing thereof); principal and interest being

shall be added to the indebtedness secured hereby and shall bear interest from the date of payment by the Mortgagee at the rate specified in the Note secured in this Mortgage, and shall be due and payable to the Mortgagee on demand.

If all or any part of the property identified on Exhibit A or any interest therein is sold, transferred, or otherwise conveyed (whether by deed, Contract for Deed, lease or otherwise), and whether voluntarily or involuntarily, either while the Mortgagor is living or by reason of the death of the Mortgagor, (excluding the transfer of the Property by operation of the law or devise to a surviving Mortgagor joint tenant or former tenant in common, for so long as said surviving Mortgagor joint tenant, devisee or owner uses the property as residential rental investment property) all installments then remaining unpaid on the Note together with accrued interest will be immediately due and payable. The right to accelerate will not be triggered by a lease of residential rental units for a period of seven years or less. Notwithstanding anything to the contrary therein contained, the loan evidenced by the Note secured by this Mortgage and any other documents securing the same shall not be assigned or transferred by the undersigned for assumption of payments nor summed without the prior written consent of the holder of the Note, which consents shall be at the said holder's sole option and discretion. In the event Mortgagor requests a release of a portion of the lands encumbered by this Mortgage not needed to secure the indebtedness evidenced by the Note, to enable Mortgagor to sell the lands so released; and if Mortgagee determines, in its sole discretion and option, to provide a partial release of this Mortgage for that purpose, the proceeds of sale of such land shall be paid to the Mortgagee and accounted for as prepayment.

8. Mortgagor will pay any other expenses and attorney's fees incurred by Mortgagee by reason of litigation with any third party for the protection of the lien of the Mortgage.
9. Mortgagor hereby makes the following additional covenants and certifications as an inducement and basis and condition to receipt of the loan secured by this Mortgage:
 - a. The Mortgagor has no present intention to sell, assign, or transfer the interest of the Mortgagor in said Property to another.
 - b. The proceeds of the Note will be used only for alterations, repairs or improvements on or in connection with the Mortgaged Property.
 - c. Mortgagor has made no material misstatement of fact in connection with Mortgagor's application for the loan secured by this Mortgage.

It is expressly agreed that upon Mortgagor's breach of any covenant, agreement, or certification contain in this paragraph 10, the holder of the Note secured by this Mortgage may, at its sole option and discretion, declare the entire principal amount outstanding of the Note and all accrued interest thereon immediately due and payable.

10. In the event that the property described above is subject, as of the date of this Mortgage, to one or more contracts for deed (hereinafter collectively referred to as a "Contract for Deed"), the Vendor on the Contract, by executing this document as provided below, agrees to the following, which shall be considered to amend the Contract for Deed:
 - a. In the event of default by Vendee upon the Contract for Deed, the Vendor shall notify, in writing, the Mortgagee.
 - b. In the event that the Contract for Deed Vendor gives notice of cancellation of the contract to the Vendee, the Vendor shall also provide a copy of the Notice of Cancellation to the Mortgagee, and shall withhold exercising the power of cancellation for a period of 30 days after giving notice to the Mortgagee in order

Mortgagor Initials

JS

retain all sums secured hereby, with interest and all legal fee costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Mortgagor herein agrees to pay.

THE MORTGAGOR AND THE MORTGAGEE FURTHER COVENANT AND AGREE:

1. Mortgagor shall be furnished a conformed copy of this Mortgage and the Note it secures at the time of execution or after recordation.
2. Upon default of any covenant or agreement by Mortgagor under the terms of this Mortgage, Mortgagee prior to foreclosure shall mail notice to Mortgagor as provided herein specifying (I) the nature of the default by the Mortgagor, (II) the action required to cure such default, (III) a date, not less than thirty (30) days from date that the notice is mailed to Mortgagor by which such default must be cured; and (IV) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by the Mortgage and sale of the Mortgaged Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring court action to assert the nonexistence of a default or any other defense of the Mortgagor to acceleration and sale.
3. In addition to any notice required under applicable law to be given in another manner, (I) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Mortgagor at the address of the Mortgaged Property, or at such other address as the Mortgagor may designate by notice to Mortgagee in writing as provided herein, and (II) any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: **420 N Pokegama Ave, Grand Rapids, MN 55744** or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.



709507

EXHIBIT A

Attachment to Real Estate Mortgage Dated the 27th Day of December, 2016

Mortgagor(s): Canal Apartments LLC

Legal Description:

Wilson & Gillespies Add to GR,
Lots 11-14 BLK 7 & Vac Ogema Ave Lyg W & Adj thereto less Ry Row
Sec: 21 TWP: 55.0 RG: 25

525 Canal St
Grand Rapids, MN 55744

Property ID: 91-720-0750

EXHIBIT B

Attachment to Real Estate Mortgage Dated the 27th Day of December, 2016

Mortgagor(s): Canal Apartments LLC

Priority Leases, Liens and Encumbrances:

Grand Rapids State Bank
523 NW 1st Ave
Grand Rapids, MN 55744
Loan No's: 9181400004 and 9181400005

91-720-0610

A000709508
OFFICE OF THE COUNTY RECORDER
ITASCA COUNTY, MINNESOTA

Item 20.

CERTIFIED, FILED, AND
RECORDED ON
12/30/2016 12:52:40 PM

PAGES: 7
REC FEES: \$46.00

NICOLLE ZUEHLKE
ITASCA COUNTY RECORDER

BY TS Dep



Exempt From Mortgage Registration Tax


Jeffrey T. Walker, Auditor/Treasurer

MORTGAGE REGISTRY TAX DUE: This instrument is exempt from registration tax because the City of Grand Rapids is the Mortgagee and exempt from taxation pursuant to Minnesota Statute 287.04.

REAL ESTATE MORTGAGE SCDP COMMERCIAL & RESIDENTIAL LOAN PROGRAM

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WITNESSETH: Mortgagor and Mortgagee have entered into that certain Loan Note and Agreement for SCDP Loan Program (hereinafter referred to as the "Note") pursuant to which Mortgagee has loaned, or committed to loan, Mortgagor the sum of Fifteen Thousand Five Hundred Eighty Two dollars & 00/100's (\$15,582.00) (hereinafter referred to as the "Loan"). In consideration thereof the Mortgagor does hereby Mortgage, grant, bargain, sell and convey unto the Mortgagee, its successors and assigns, forever, with power of sale, all parcel(s) of land situated in the County of Itasca, State of Minnesota, described in the attached **EXHIBIT A**, together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all fixtures now or hereinafter attached to or used in connection with the premises herein described, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage (hereinafter referred to as the "Mortgaged Property"). Said Mortgage is given to secure repayment of the entire indebtedness due on or before December 27th, 2023 (date of maturity) by Mortgagor to Mortgagee under the Note, as well as all other amounts due by Mortgagor to Mortgagee under the terms of this Mortgage

TO HAVE AND TO HOLD THE SAME, unto the said Mortgagee, its successors and assigns forever.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall well and truly pay to the Mortgagee the principal sum of Fifteen Thousand Five Hundred Eighty Two dollars & 00/100's (\$15,582.00), together with interest thereon according to the terms of the Note of even date herewith, the provisions of which are incorporated herein by reference (or of any instrument

premiums related to the same, or for any other purpose elsewhere authorized hereunder, shall be added to the indebtedness secured hereby and shall bear interest from the date of payment by the Mortgagee at the rate specified in the Note secured in this Mortgage, and shall be due and payable to the Mortgagee on demand.

If all or any part of the property identified on Exhibit A or any interest therein is sold, transferred, or otherwise conveyed (whether by deed, Contract for Deed, lease or otherwise), and whether voluntarily or involuntarily, either while the Mortgagor is living or by reason of the death of the Mortgagor, (excluding the transfer of the Property by operation of the law or devise to a surviving Mortgagor joint tenant or former tenant in common, for so long as said surviving Mortgagor joint tenant, devisee or owner uses the property as residential rental investment property) all installments then remaining unpaid on the Note together with accrued interest will be immediately due and payable. The right to accelerate will not be triggered by a lease of residential rental units for a period of seven years or less. Notwithstanding anything to the contrary therein contained, the loan evidenced by the Note secured by this Mortgage and any other documents securing the same shall not be assigned or transferred by the undersigned for assumption of payments nor summed without the prior written consent of the holder of the Note, which consents shall be at the said holder's sole option and discretion. In the event Mortgagor requests a release of a portion of the lands encumbered by this Mortgage not needed to secure the indebtedness evidenced by the Note, to enable Mortgagor to sell the lands so released; and if Mortgagee determines, in its sole discretion and option, to provide a partial release of this Mortgage for that purpose, the proceeds of sale of such land shall be paid to the Mortgagee and accounted for as prepayment.

8. Mortgagor will pay any other expenses and attorney's fees incurred by Mortgagee by reason of litigation with any third party for the protection of the lien of the Mortgage.
9. Mortgagor hereby makes the following additional covenants and certifications as an inducement and basis and condition to receipt of the loan secured by this Mortgage:
 - a. The Mortgagor has no present intention to sell, assign, or transfer the interest of the Mortgagor in said Property to another.
 - b. The proceeds of the Note will be used only for alterations, repairs or improvements on or in connection with the Mortgaged Property.
 - c. Mortgagor has made no material misstatement of fact in connection with Mortgagor's application for the loan secured by this Mortgage.

It is expressly agreed that upon Mortgagor's breach of any covenant, agreement, or certification contain in this paragraph 10, the holder of the Note secured by this Mortgage may, at its sole option and discretion, declare the entire principal amount outstanding of the Note and all accrued interest thereon immediately due and payable.

10. In the event that the property described above is subject, as of the date of this Mortgage, to one or more contracts for deed (hereinafter collectively referred to as a "Contract for Deed"), the Vendor on the Contract, by executing this document as provided below, agrees to the following, which shall be considered to amend the Contract for Deed:
 - a. In the event of default by Vendee upon the Contract for Deed, the Vendor shall notify, in writing, the Mortgagee.
 - b. In the event that the Contract for Deed Vendor gives notice of cancellation of the contract to the Vendee, the Vendor shall also provide a copy of the Notice of Cancellation to the Mortgagee, and shall withhold exercising the power of

Mortgagor Initials JS

retain all sums secured hereby, with interest and all legal fee costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Mortgagor herein agrees to pay.

THE MORTGAGOR AND THE MORTGAGEE FURTHER COVENANT AND AGREE:

1. Mortgagor shall be furnished a conformed copy of this Mortgage and the Note it secures at the time of execution or after recordation.
2. Upon default of any covenant or agreement by Mortgagor under the terms of this Mortgage, Mortgagee prior to foreclosure shall mail notice to Mortgagor as provided herein specifying (I) the nature of the default by the Mortgagor, (II) the action required to cure such default, (III) a date, not less than thirty (30) days from date that the notice is mailed to Mortgagor by which such default must be cured; and (IV) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by the Mortgage and sale of the Mortgaged Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring court action to assert the nonexistence of a default or any other defense of the Mortgagor to acceleration and sale.
3. In addition to any notice required under applicable law to be given in another manner, (I) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Mortgagor at the address of the Mortgaged Property, or at such other address as the Mortgagor may designate by notice to Mortgagee in writing as provided herein, and (II) any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: **420 N Pokegama Ave, Grand Rapids, MN 55744** or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.



EXHIBIT A

Attachment to Real Estate Mortgage Dated the 27th Day of December, 2016

Mortgagor(s): Canal Apartments LLC

Legal Description:

Wilson & Gillespies Add to GR,
Lots 1-6 & 13-18 BLK 6 Less Vill St
Sec: 21 TWP: 55.0 RG: 25

515 Canal St and 112 NE 5th Ave
Grand Rapids, MN 55744

Property ID: 91-720-0610

EXHIBIT B

Attachment to Real Estate Mortgage Dated the 27th Day of December, 2016

Mortgagor(s): Canal Apartments LLC

Priority Leases, Liens and Encumbrances:

Grand Rapids State Bank
523 NW 1st Ave
Grand Rapids, MN 55744
Loan No's: 9181400004 and 9181400005



00000000410277207701010929230846

SUBORDINATION AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-28-2023	10-05-2024	4102772	1D / 500	JBA3646	RRM	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: JBS Holdings, LLC
415 NW 8th Ave Ste B
Grand Rapids, MN 55744-2359

Lender: National Bank of Commerce
Hibbing Branch
1127 Tower Ave
Superior, WI 54880

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

THIS SUBORDINATION AGREEMENT dated September 28, 2023, is made and executed among JBS Holdings, LLC; 415 NW 8th Ave Ste B; Grand Rapids, MN 55744-2359 ("Borrower"); City of Grand Rapids, 420 N Pokegama Ave, Grand Rapids, MN 55744-2658 ("Creditor"); and National Bank of Commerce, Hibbing Branch, 1127 Tower Ave, Superior, WI 54880 ("Lender").

CURRENT INDEBTEDNESS OWING TO CREDITOR. As of the date of this Agreement, Borrower is indebted to Creditor in the aggregate amount of \$15,060.00. This amount is the total indebtedness of every kind from Borrower to Creditor.

REQUESTED FINANCIAL ACCOMMODATIONS. Creditor and Borrower each want Lender to provide financial accommodations to Borrower in the form of (A) new credit or loan advances, (B) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (C) other benefits to Borrower. Borrower and Creditor each represent and acknowledge to Lender that Creditor will benefit as a result of these financial accommodations from Lender to Borrower, and Creditor acknowledges receipt of valuable consideration for entering into this Agreement. **Based on the representations and acknowledgments contained in this Agreement, Borrower and Creditor agree with Lender as follows:**

SUBORDINATED INDEBTEDNESS. The words "Subordinated Indebtedness" as used in this Agreement mean all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from **Borrower to Creditor**. The term "Subordinated Indebtedness" is used in its broadest sense and includes without limitation all principal, all interest, all costs, attorneys' fees, all sums paid for the purpose of protecting the rights of a holder of security, all contingent obligations of Borrower (such as a guaranty), and all other obligations, secured or unsecured, of any nature whatsoever.

SUPERIOR INDEBTEDNESS. The words "Superior Indebtedness" as used in this Agreement mean and include all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from **Borrower to Lender**. The term "Superior Indebtedness" is used in its broadest sense and includes without limitation all principal, all interest, all costs, attorneys' fees, all sums paid for the purpose of protecting Lender's rights in security (such as paying for insurance on collateral if the owner fails to do so), all contingent obligations of Borrower (such as a guaranty), all obligations arising by reason of Borrower's accounts with Lender (such as an overdraft on a checking account), and all other obligations of Borrower to Lender, secured or unsecured, of any nature whatsoever.

SUBORDINATION. All Subordinated Indebtedness of Borrower to Creditor is and shall be subordinated in all respects to all Superior Indebtedness of Borrower to Lender. If Creditor holds one or more Security Interests, whether now existing or hereafter acquired, in any of Borrower's real property or personal property, Creditor also subordinates all Creditor's Security Interests to all Security Interests held by Lender, whether now existing or hereafter acquired.

PAYMENTS TO CREDITOR. Borrower will not make and Creditor will not accept, at any time while any Superior Indebtedness is owing to Lender, (A) any payment upon any Subordinated Indebtedness, (B) any advance, transfer, or assignment of assets to Creditor in any form whatsoever that would reduce at any time or in any way the amount of Subordinated Indebtedness, or (C) any transfer of any assets as security for the Subordinated Indebtedness, except upon Lender's prior written consent.

In the event of any distribution, division, or application, whether partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of Borrower's assets, or the proceeds of Borrower's assets, in whatever form, to creditors of Borrower or upon any indebtedness of Borrower, whether by reason of the liquidation, dissolution or other winding-up of Borrower, or by reason of any execution sale, receivership, insolvency, or bankruptcy proceeding, assignment for the benefit of creditors, proceedings for reorganization, or readjustment of Borrower or Borrower's properties, then and in such event, (A) the Superior Indebtedness shall be paid in full before any payment is made upon the Subordinated Indebtedness, and (B) all payments and distributions, of any kind or character and whether in cash, property, or securities, which shall be payable or deliverable upon or in respect of the Subordinated Indebtedness shall be paid or delivered directly to Lender for application in payment of the amounts then due on the Superior Indebtedness until the Superior Indebtedness shall have been paid in full.

In order that Lender may establish its right to prove claims and recover for its own account dividends based on the Subordinated Indebtedness, Creditor does hereby assign all its right, title, and interest in such claims to Lender. Creditor further agrees to supply such information and evidence, provide access to and copies of such of Creditor's records as may pertain to the Subordinated Indebtedness, and execute such instruments as may be required by Lender to enable Lender to enforce all such claims and collect all dividends, payments, or other disbursements which may be made on account of the Subordinated Indebtedness. For such purposes, Creditor hereby irrevocably authorizes Lender in its discretion to make and present for or on behalf of Creditor such proofs of claims on account of the Subordinated Indebtedness as Lender may deem expedient and proper and to vote such claims in any such proceeding and to receive and collect any and all dividends, payments, or other disbursements made thereon in whatever form the same may be paid or issued and to apply the same on account of the Superior Indebtedness.

Should any payment, distribution, security, or proceeds thereof be received by Creditor at any time on the Subordinated Indebtedness contrary to the terms of this Agreement, Creditor immediately will deliver the same to Lender in precisely the form received (except for the endorsement or assignment of Creditor if necessary), for application on or to secure the Superior Indebtedness, whether it is due or not due, and until so delivered the same shall be held in trust by Creditor as property of Lender. In the event Creditor fails to make any such endorsement or assignment, Lender, or any of its officers on behalf of Lender, is hereby irrevocably authorized by Creditor to make the same.

CREDITOR'S NOTES. Creditor agrees to deliver to Lender, at Lender's request, all notes of Borrower to Creditor, or other evidence of Subordinated Indebtedness, now held or hereafter acquired by Creditor, while this Agreement remains in effect. At Lender's request, Borrower also will execute and deliver to Creditor a promissory note evidencing any book account or claim now or hereafter owed by Borrower to

SUBORDINATION AGREEMENT (Continued)

Loan No: 4102772

Item 20.

Creditor, which note also shall be delivered by Creditor to Lender. Creditor agrees not to sell, assign, pledge or otherwise transfer any of such notes except subject to all the terms and conditions of this Agreement.

CREDITOR'S REPRESENTATIONS AND WARRANTIES. Creditor represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Creditor which would limit or qualify in any way the terms of this Agreement; (B) this Agreement is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Creditor as to the creditworthiness of Borrower; and (D) Creditor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Creditor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Creditor's risks under this Agreement, and Creditor further agrees that Lender shall have no obligation to disclose to Creditor information or material acquired by Lender in the course of its relationship with Borrower.

CREDITOR'S WAIVERS. Creditor waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Superior Indebtedness or of any nonpayment related to any Security Interests, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional Superior Indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any Security Interests held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to the Superior Indebtedness or any Security Interests for the Superior Indebtedness without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender may, without notice of any kind to Creditor, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold Security Interests for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such Security Interests, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (G) assign this Agreement in whole or in part.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

DURATION AND TERMINATION. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until Creditor shall notify Lender in writing at the address shown above to the contrary. Any such notice shall not affect the Superior Indebtedness owed Lender by Borrower at the time of such notice, nor shall such notice affect Superior Indebtedness thereafter granted in compliance with a commitment made by Lender to Borrower prior to receipt of such notice, nor shall such notice affect any renewals of or substitutions for any of the foregoing. Such notice shall affect only indebtedness of Borrower to Lender arising after receipt of such notice and not arising from financial assistance granted by Lender to Borrower in compliance with Lender's obligations under a commitment. Any notes lodged with Lender pursuant to the section titled "Creditor's Notes" above need not be returned until this Agreement has no further force or effect.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Creditor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Creditor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Creditor also shall pay all court costs and such additional fees as may be directed by the court.

Authority. The person who signs this Agreement as or on behalf of Creditor represents and warrants that he or she has authority to execute this Agreement and to subordinate the Subordinated Indebtedness and the Creditor's security interests in Borrower's property, if any.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Wisconsin.

Interpretation. In all cases where there is more than one Creditor, then all words used in this Agreement in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Creditor named in this Agreement or when this Agreement is executed by more than one, the words "Creditor" shall mean all and any one or more of them. Reference to the phrase "Creditor" includes the heirs, successors, assigns, and transferees of each of them.

Successors and Assigns. This Agreement shall be understood to be for the benefit of Lender and for such other person or persons as may from time to time become or be the holder or owner of any of the Superior Indebtedness or any interest therein, and this Agreement shall be transferable to the same extent and with the same force and effect as any such Superior Indebtedness may be transferable.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Creditor, shall constitute a waiver of any of Lender's rights or of any of Creditor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be

**SUBORDINATION AGREEMENT
(Continued)**

granted or withheld in the sole discretion of Lender.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Subordination Agreement, as this Subordination Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Subordination Agreement from time to time.

Borrower. The word "Borrower" means JBS Holdings, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Creditor. The word "Creditor" means City of Grand Rapids.

Lender. The word "Lender" means National Bank of Commerce, its successors and assigns.

Note. The word "Note" means the Note dated September 28, 2023 and executed by JBS Holdings, LLC in the principal amount of \$1,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Superior Indebtedness.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

Subordinated Indebtedness. The words "Subordinated Indebtedness" mean the indebtedness described in the section of this Agreement titled "Subordinated Indebtedness".

Superior Indebtedness. The words "Superior Indebtedness" mean the indebtedness described in the section of this Agreement titled "Superior Indebtedness".

BORROWER AND CREDITOR EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION AGREEMENT, AND BORROWER AND CREDITOR EACH AGREE TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 28, 2023.

BORROWER:

JBS HOLDINGS, LLC

By: _____
William Shaughnessy, Governor of JBS Holdings,
LLC

By: _____
Jason B. Sheiman, Chief Manager of JBS Holdings,
LLC

CREDITOR:

CITY OF GRAND RAPIDS

By: _____
Authorized Signer for City of Grand Rapids

By: _____
Authorized Signer for City of Grand Rapids

LENDER:

NATIONAL BANK OF COMMERCE

X _____
Roger R Mischke, VP - Commercial Banker



00000000410277207701010929230846

SUBORDINATION AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-28-2023	10-05-2024	4102772	1D / 500	JBA3646	RRM	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: JBS Holdings, LLC
415 NW 8th Ave Ste B
Grand Rapids, MN 55744-2359

Lender: National Bank of Commerce
Hibbing Branch
1127 Tower Ave
Superior, WI 54880

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

THIS SUBORDINATION AGREEMENT dated September 28, 2023, is made and executed among JBS Holdings, LLC; 415 NW 8th Ave Ste B; Grand Rapids, MN 55744-2359 ("Borrower"); City of Grand Rapids, 420 N Pokegama Ave, Grand Rapids, MN 55744-2658 ("Creditor"); and National Bank of Commerce, Hibbing Branch, 1127 Tower Ave, Superior, WI 54880 ("Lender").

CURRENT INDEBTEDNESS OWING TO CREDITOR. As of the date of this Agreement, Borrower is indebted to Creditor in the aggregate amount of \$15,060.00. This amount is the total indebtedness of every kind from Borrower to Creditor.

REQUESTED FINANCIAL ACCOMMODATIONS. Creditor and Borrower each want Lender to provide financial accommodations to Borrower in the form of (A) new credit or loan advances, (B) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (C) other benefits to Borrower. Borrower and Creditor each represent and acknowledge to Lender that Creditor will benefit as a result of these financial accommodations from Lender to Borrower, and Creditor acknowledges receipt of valuable consideration for entering into this Agreement. **Based on the representations and acknowledgments contained in this Agreement, Borrower and Creditor agree with Lender as follows:**

SUBORDINATED INDEBTEDNESS. The words "Subordinated Indebtedness" as used in this Agreement mean all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from **Borrower to Creditor**. The term "Subordinated Indebtedness" is used in its broadest sense and includes without limitation all principal, all interest, all costs, attorneys' fees, all sums paid for the purpose of protecting the rights of a holder of security, all contingent obligations of Borrower (such as a guaranty), and all other obligations, secured or unsecured, of any nature whatsoever.

SUPERIOR INDEBTEDNESS. The words "Superior Indebtedness" as used in this Agreement mean and include all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from **Borrower to Lender**. The term "Superior Indebtedness" is used in its broadest sense and includes without limitation all principal, all interest, all costs, attorneys' fees, all sums paid for the purpose of protecting Lender's rights in security (such as paying for insurance on collateral if the owner fails to do so), all contingent obligations of Borrower (such as a guaranty), all obligations arising by reason of Borrower's accounts with Lender (such as an overdraft on a checking account), and all other obligations of Borrower to Lender, secured or unsecured, of any nature whatsoever.

SUBORDINATION. All Subordinated Indebtedness of Borrower to Creditor is and shall be subordinated in all respects to all Superior Indebtedness of Borrower to Lender. If Creditor holds one or more Security Interests, whether now existing or hereafter acquired, in any of Borrower's real property or personal property, Creditor also subordinates all Creditor's Security Interests to all Security Interests held by Lender, whether now existing or hereafter acquired.

PAYMENTS TO CREDITOR. Borrower will not make and Creditor will not accept, at any time while any Superior Indebtedness is owing to Lender, (A) any payment upon any Subordinated Indebtedness, (B) any advance, transfer, or assignment of assets to Creditor in any form whatsoever that would reduce at any time or in any way the amount of Subordinated Indebtedness, or (C) any transfer of any assets as security for the Subordinated Indebtedness, except upon Lender's prior written consent.

In the event of any distribution, division, or application, whether partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of Borrower's assets, or the proceeds of Borrower's assets, in whatever form, to creditors of Borrower or upon any indebtedness of Borrower, whether by reason of the liquidation, dissolution or other winding-up of Borrower, or by reason of any execution sale, receivership, insolvency, or bankruptcy proceeding, assignment for the benefit of creditors, proceedings for reorganization, or readjustment of Borrower or Borrower's properties, then and in such event, (A) the Superior Indebtedness shall be paid in full before any payment is made upon the Subordinated Indebtedness, and (B) all payments and distributions, of any kind or character and whether in cash, property, or securities, which shall be payable or deliverable upon or in respect of the Subordinated Indebtedness shall be paid or delivered directly to Lender for application in payment of the amounts then due on the Superior Indebtedness until the Superior Indebtedness shall have been paid in full.

In order that Lender may establish its right to prove claims and recover for its own account dividends based on the Subordinated Indebtedness, Creditor does hereby assign all its right, title, and interest in such claims to Lender. Creditor further agrees to supply such information and evidence, provide access to and copies of such of Creditor's records as may pertain to the Subordinated Indebtedness, and execute such instruments as may be required by Lender to enable Lender to enforce all such claims and collect all dividends, payments, or other disbursements which may be made on account of the Subordinated Indebtedness. For such purposes, Creditor hereby irrevocably authorizes Lender in its discretion to make and present for or on behalf of Creditor such proofs of claims on account of the Subordinated Indebtedness as Lender may deem expedient and proper and to vote such claims in any such proceeding and to receive and collect any and all dividends, payments, or other disbursements made thereon in whatever form the same may be paid or issued and to apply the same on account of the Superior Indebtedness.

Should any payment, distribution, security, or proceeds thereof be received by Creditor at any time on the Subordinated Indebtedness contrary to the terms of this Agreement, Creditor immediately will deliver the same to Lender in precisely the form received (except for the endorsement or assignment of Creditor if necessary), for application on or to secure the Superior Indebtedness, whether it is due or not due, and until so delivered the same shall be held in trust by Creditor as property of Lender. In the event Creditor fails to make any such endorsement or assignment, Lender, or any of its officers on behalf of Lender, is hereby irrevocably authorized by Creditor to make the same.

CREDITOR'S NOTES. Creditor agrees to deliver to Lender, at Lender's request, all notes of Borrower to Creditor, or other evidence of Subordinated Indebtedness, now held or hereafter acquired by Creditor, while this Agreement remains in effect. At Lender's request, Borrower also will execute and deliver to Creditor a promissory note evidencing any book account or claim now or hereafter owed by Borrower to

SUBORDINATION AGREEMENT (Continued)

Loan No: 4102772

Item 20.

Creditor, which note also shall be delivered by Creditor to Lender. Creditor agrees not to sell, assign, pledge or otherwise transfer any of such notes except subject to all the terms and conditions of this Agreement.

CREDITOR'S REPRESENTATIONS AND WARRANTIES. Creditor represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Creditor which would limit or qualify in any way the terms of this Agreement; (B) this Agreement is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Creditor as to the creditworthiness of Borrower; and (D) Creditor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Creditor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Creditor's risks under this Agreement, and Creditor further agrees that Lender shall have no obligation to disclose to Creditor information or material acquired by Lender in the course of its relationship with Borrower.

CREDITOR'S WAIVERS. Creditor waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Superior Indebtedness or of any nonpayment related to any Security Interests, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional Superior Indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any Security Interests held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to the Superior Indebtedness or any Security Interests for the Superior Indebtedness without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender may, without notice of any kind to Creditor, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold Security Interests for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such Security Interests, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (G) assign this Agreement in whole or in part.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

DURATION AND TERMINATION. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until Creditor shall notify Lender in writing at the address shown above to the contrary. Any such notice shall not affect the Superior Indebtedness owed Lender by Borrower at the time of such notice, nor shall such notice affect Superior Indebtedness thereafter granted in compliance with a commitment made by Lender to Borrower prior to receipt of such notice, nor shall such notice affect any renewals of or substitutions for any of the foregoing. Such notice shall affect only indebtedness of Borrower to Lender arising after receipt of such notice and not arising from financial assistance granted by Lender to Borrower in compliance with Lender's obligations under a commitment. Any notes lodged with Lender pursuant to the section titled "Creditor's Notes" above need not be returned until this Agreement has no further force or effect.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Creditor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Creditor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Creditor also shall pay all court costs and such additional fees as may be directed by the court.

Authority. The person who signs this Agreement as or on behalf of Creditor represents and warrants that he or she has authority to execute this Agreement and to subordinate the Subordinated Indebtedness and the Creditor's security interests in Borrower's property, if any.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Wisconsin.

Interpretation. In all cases where there is more than one Creditor, then all words used in this Agreement in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Creditor named in this Agreement or when this Agreement is executed by more than one, the words "Creditor" shall mean all and any one or more of them. Reference to the phrase "Creditor" includes the heirs, successors, assigns, and transferees of each of them.

Successors and Assigns. This Agreement shall be understood to be for the benefit of Lender and for such other person or persons as may from time to time become or be the holder or owner of any of the Superior Indebtedness or any interest therein, and this Agreement shall be transferable to the same extent and with the same force and effect as any such Superior Indebtedness may be transferable.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Creditor, shall constitute a waiver of any of Lender's rights or of any of Creditor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be

**SUBORDINATION AGREEMENT
(Continued)**

granted or withheld in the sole discretion of Lender.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Subordination Agreement, as this Subordination Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Subordination Agreement from time to time.

Borrower. The word "Borrower" means JBS Holdings, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Creditor. The word "Creditor" means City of Grand Rapids.

Lender. The word "Lender" means National Bank of Commerce, its successors and assigns.

Note. The word "Note" means the Note dated September 28, 2023 and executed by JBS Holdings, LLC in the principal amount of \$1,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Superior Indebtedness.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

Subordinated Indebtedness. The words "Subordinated Indebtedness" mean the indebtedness described in the section of this Agreement titled "Subordinated Indebtedness".

Superior Indebtedness. The words "Superior Indebtedness" mean the indebtedness described in the section of this Agreement titled "Superior Indebtedness".

BORROWER AND CREDITOR EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION AGREEMENT, AND BORROWER AND CREDITOR EACH AGREE TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 28, 2023.

BORROWER:

JBS HOLDINGS, LLC

By: COPY
William Shaughnessy, Governor of JBS Holdings,
LLC

By: COPY
Jason B. Sheiman, Chief Manager of JBS Holdings,
LLC

CREDITOR:

CITY OF GRAND RAPIDS

By: COPY
Authorized Signer for City of Grand Rapids

By: COPY
Authorized Signer for City of Grand Rapids

LENDER:

NATIONAL BANK OF COMMERCE

X COPY
Roger R Mischke, VP - Commercial Banker



00000000410277207701010929230846

SUBORDINATION AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-28-2023	10-05-2024	4102772	1D / 500	JBA3646	RRM	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: JBS Holdings, LLC
415 NW 8th Ave Ste B
Grand Rapids, MN 55744-2359

Lender: National Bank of Commerce
Hibbing Branch
1127 Tower Ave
Superior, WI 54880

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

THIS SUBORDINATION AGREEMENT dated September 28, 2023, is made and executed among JBS Holdings, LLC; 415 NW 8th Ave Ste B; Grand Rapids, MN 55744-2359 ("Borrower"); City of Grand Rapids, 420 N Pokegama Ave, Grand Rapids, MN 55744-2658 ("Creditor"); and National Bank of Commerce, Hibbing Branch, 1127 Tower Ave, Superior, WI 54880 ("Lender").

CURRENT INDEBTEDNESS OWING TO CREDITOR. As of the date of this Agreement, Borrower is indebted to Creditor in the **aggregate amount of \$15,582.00**. This amount is the total indebtedness of every kind from Borrower to Creditor.

REQUESTED FINANCIAL ACCOMMODATIONS. Creditor and Borrower each want Lender to provide financial accommodations to Borrower in the form of (A) new credit or loan advances, (B) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (C) other benefits to Borrower. Borrower and Creditor each represent and acknowledge to Lender that Creditor will benefit as a result of these financial accommodations from Lender to Borrower, and Creditor acknowledges receipt of valuable consideration for entering into this Agreement. **Based on the representations and acknowledgments contained in this Agreement, Borrower and Creditor agree with Lender as follows:**

SUBORDINATED INDEBTEDNESS. The words "Subordinated Indebtedness" as used in this Agreement mean all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from **Borrower to Creditor**. The term "Subordinated Indebtedness" is used in its broadest sense and includes without limitation all principal, all interest, all costs, attorneys' fees, all sums paid for the purpose of protecting the rights of a holder of security, all contingent obligations of Borrower (such as a guaranty), and all other obligations, secured or unsecured, of any nature whatsoever.

SUPERIOR INDEBTEDNESS. The words "Superior Indebtedness" as used in this Agreement mean and include all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from **Borrower to Lender**. The term "Superior Indebtedness" is used in its broadest sense and includes without limitation all principal, all interest, all costs, attorneys' fees, all sums paid for the purpose of protecting Lender's rights in security (such as paying for insurance on collateral if the owner fails to do so), all contingent obligations of Borrower (such as a guaranty), all obligations arising by reason of Borrower's accounts with Lender (such as an overdraft on a checking account), and all other obligations of Borrower to Lender, secured or unsecured, of any nature whatsoever.

SUBORDINATION. All Subordinated Indebtedness of Borrower to Creditor is and shall be subordinated in all respects to all Superior Indebtedness of Borrower to Lender. If Creditor holds one or more Security Interests, whether now existing or hereafter acquired, in any of Borrower's real property or personal property, Creditor also subordinates all Creditor's Security Interests to all Security Interests held by Lender, whether now existing or hereafter acquired.

PAYMENTS TO CREDITOR. Borrower will not make and Creditor will not accept, at any time while any Superior Indebtedness is owing to Lender, (A) any payment upon any Subordinated Indebtedness, (B) any advance, transfer, or assignment of assets to Creditor in any form whatsoever that would reduce at any time or in any way the amount of Subordinated Indebtedness, or (C) any transfer of any assets as security for the Subordinated Indebtedness, except upon Lender's prior written consent.

In the event of any distribution, division, or application, whether partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of Borrower's assets, or the proceeds of Borrower's assets, in whatever form, to creditors of Borrower or upon any indebtedness of Borrower, whether by reason of the liquidation, dissolution or other winding-up of Borrower, or by reason of any execution sale, receivership, insolvency, or bankruptcy proceeding, assignment for the benefit of creditors, proceedings for reorganization, or readjustment of Borrower or Borrower's properties, then and in such event, (A) the Superior Indebtedness shall be paid in full before any payment is made upon the Subordinated Indebtedness, and (B) all payments and distributions, of any kind or character and whether in cash, property, or securities, which shall be payable or deliverable upon or in respect of the Subordinated Indebtedness shall be paid or delivered directly to Lender for application in payment of the amounts then due on the Superior Indebtedness until the Superior Indebtedness shall have been paid in full.

In order that Lender may establish its right to prove claims and recover for its own account dividends based on the Subordinated Indebtedness, Creditor does hereby assign all its right, title, and interest in such claims to Lender. Creditor further agrees to supply such information and evidence, provide access to and copies of such of Creditor's records as may pertain to the Subordinated Indebtedness, and execute such instruments as may be required by Lender to enable Lender to enforce all such claims and collect all dividends, payments, or other disbursements which may be made on account of the Subordinated Indebtedness. For such purposes, Creditor hereby irrevocably authorizes Lender in its discretion to make and present for or on behalf of Creditor such proofs of claims on account of the Subordinated Indebtedness as Lender may deem expedient and proper and to vote such claims in any such proceeding and to receive and collect any and all dividends, payments, or other disbursements made thereon in whatever form the same may be paid or issued and to apply the same on account of the Superior Indebtedness.

Should any payment, distribution, security, or proceeds thereof be received by Creditor at any time on the Subordinated Indebtedness contrary to the terms of this Agreement, Creditor immediately will deliver the same to Lender in precisely the form received (except for the endorsement or assignment of Creditor if necessary), for application on or to secure the Superior Indebtedness, whether it is due or not due, and until so delivered the same shall be held in trust by Creditor as property of Lender. In the event Creditor fails to make any such endorsement or assignment, Lender, or any of its officers on behalf of Lender, is hereby irrevocably authorized by Creditor to make the same.

CREDITOR'S NOTES. Creditor agrees to deliver to Lender, at Lender's request, all notes of Borrower to Creditor, or other evidence of Subordinated Indebtedness, now held or hereafter acquired by Creditor, while this Agreement remains in effect. At Lender's request, Borrower also will execute and deliver to Creditor a promissory note evidencing any book account or claim now or hereafter owed by Borrower to

**SUBORDINATION AGREEMENT
(Continued)**

Creditor, which note also shall be delivered by Creditor to Lender. Creditor agrees not to sell, assign, pledge or otherwise transfer any of such notes except subject to all the terms and conditions of this Agreement.

CREDITOR'S REPRESENTATIONS AND WARRANTIES. Creditor represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Creditor which would limit or qualify in any way the terms of this Agreement; (B) this Agreement is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Creditor as to the creditworthiness of Borrower; and (D) Creditor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Creditor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Creditor's risks under this Agreement, and Creditor further agrees that Lender shall have no obligation to disclose to Creditor information or material acquired by Lender in the course of its relationship with Borrower.

CREDITOR'S WAIVERS. Creditor waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Superior Indebtedness or of any nonpayment related to any Security Interests, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional Superior Indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any Security Interests held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to the Superior Indebtedness or any Security Interests for the Superior Indebtedness without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender may, without notice of any kind to Creditor, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold Security Interests for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such Security Interests, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (G) assign this Agreement in whole or in part.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

DURATION AND TERMINATION. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until Creditor shall notify Lender in writing at the address shown above to the contrary. Any such notice shall not affect the Superior Indebtedness owed Lender by Borrower at the time of such notice, nor shall such notice affect Superior Indebtedness thereafter granted in compliance with a commitment made by Lender to Borrower prior to receipt of such notice, nor shall such notice affect any renewals of or substitutions for any of the foregoing. Such notice shall affect only indebtedness of Borrower to Lender arising after receipt of such notice and not arising from financial assistance granted by Lender to Borrower in compliance with Lender's obligations under a commitment. Any notes lodged with Lender pursuant to the section titled "Creditor's Notes" above need not be returned until this Agreement has no further force or effect.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Creditor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Creditor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Creditor also shall pay all court costs and such additional fees as may be directed by the court.

Authority. The person who signs this Agreement as or on behalf of Creditor represents and warrants that he or she has authority to execute this Agreement and to subordinate the Subordinated Indebtedness and the Creditor's security interests in Borrower's property, if any.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Wisconsin.

Interpretation. In all cases where there is more than one Creditor, then all words used in this Agreement in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Creditor named in this Agreement or when this Agreement is executed by more than one, the words "Creditor" shall mean all and any one or more of them. Reference to the phrase "Creditor" includes the heirs, successors, assigns, and transferees of each of them.

Successors and Assigns. This Agreement shall be understood to be for the benefit of Lender and for such other person or persons as may from time to time become or be the holder or owner of any of the Superior Indebtedness or any interest therein, and this Agreement shall be transferable to the same extent and with the same force and effect as any such Superior Indebtedness may be transferable.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Creditor, shall constitute a waiver of any of Lender's rights or of any of Creditor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be

**SUBORDINATION AGREEMENT
(Continued)**

granted or withheld in the sole discretion of Lender.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Subordination Agreement, as this Subordination Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Subordination Agreement from time to time.

Borrower. The word "Borrower" means JBS Holdings, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Creditor. The word "Creditor" means City of Grand Rapids.

Lender. The word "Lender" means National Bank of Commerce, its successors and assigns.

Note. The word "Note" means the Note dated September 28, 2023 and executed by JBS Holdings, LLC in the principal amount of \$1,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Superior Indebtedness.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

Subordinated Indebtedness. The words "Subordinated Indebtedness" mean the indebtedness described in the section of this Agreement titled "Subordinated Indebtedness".

Superior Indebtedness. The words "Superior Indebtedness" mean the indebtedness described in the section of this Agreement titled "Superior Indebtedness".

BORROWER AND CREDITOR EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION AGREEMENT, AND BORROWER AND CREDITOR EACH AGREE TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 28, 2023.

BORROWER:

JBS HOLDINGS, LLC

By: _____
William Shaughnessy, Governor of JBS Holdings,
LLC

By: _____
Jason B. Sheiman, Chief Manager of JBS Holdings,
LLC

CREDITOR:

CITY OF GRAND RAPIDS

By: _____
Authorized Signer for City of Grand Rapids

By: _____
Authorized Signer for City of Grand Rapids

LENDER:

NATIONAL BANK OF COMMERCE

X _____
Roger R Mischke, VP - Commercial Banker



REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider hiring Civic Center Maintenance employee.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

I am proposing the hiring Gage Lund as Civic Center Maintenance employee to work from October 10, 2023 through April 30, 2024 at a pay rate of \$15.00 per hour. This is included in the 2023 Recreation budget.

REQUESTED COUNCIL ACTION:

Make a motion to hire Civic Center Maintenance employees.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider passing a resolution accepting a donation from Thunder Fastpitch to cover the cost of installing an outfield fence at the Grand Rapids Sports Complex.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

At the September 25th City Council Meeting, it was approved to install a new outfield fence at the Sports Complex to convert one of the fields to a permanent girls fastpitch field. Per the RCA, Thunder Fastpitch agreed to reimburse the City for the expense. The cost of the project will be \$8,175.00. They plan on reimbursing the City \$3,175.00 upon completion of the fence, and then pay the remaining \$5,000.00 balance at the end of next summer (August, 2024).

REQUESTED COUNCIL ACTION:

Make a motion to pass a resolution accepting a donation from Thunder Fastpitch to cover the cost of installing an outfield fence at the Grand Rapids Sports Complex.

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

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A \$8,175.00 DONATION FROM THUNDER FASTPITCH
TO THE GRAND RAPIDS PARK & RECREATION DEPARTMENT FOR
REIMBURSEMENT OF NEW FENCING AT THE SPORTS COMPLEX

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

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

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

- Thunder Fastpitch has committed to donating \$8,175, receiving \$3,175 this year and the remaining \$5,000 August 2024, to the Grand Rapids Park and Recreation Department for reimbursement of new fencing installed at the Sports Complex.

Adopted this 9th day of October, 2023.

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: October 9, 2023

AGENDA ITEM: Consider approving an Arena Host Letter of Understanding with Minnesota Hockey to host the State AA Bantam Tournament in March 15 – 17, 2024.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

This is just a standard Letter of Understanding and is attached for your review. We've hosted several MN Hockey State Tournaments in the past. These are great events that bring hundreds of visitors to our community.

REQUESTED COUNCIL ACTION:

Make a motion to approve an Arena Host Letter of Understanding with Minnesota Hockey to host the State AA Bantam Tournament in March 15 – 17, 2024.



MINNESOTA HOCKEY ARENA HOST LETTER OF UNDERSTANDING

Minnesota Hockey (MH), the governing body of youth hockey in Minnesota, sanctions Region and State Tournaments each year. In order for these tournaments to provide the best possible experience for everyone involved, MH requires a number of items to be provided by the host arena. MH utilizes local host associations (Host) to run its tournaments. Contact should be through the local Host regarding specific tournament issues.

1. *Arena Operations.* ARENA will provide all necessary arena related operations for Region and State Tournaments including, but not limited to ice cleaning, locker room cleaning, sidewalk and parking lot clearing, general maintenance, etc.
2. *Arena Utilities & Access.* In order to publicize event, MH asks ARENA to provide access to arena utilities (e.g. phone, fax, electrical, internet) for basic tournament operations. Installation of additional utility access for tournament use (e.g. extra phone lines, internet) will be charged at market rates to the Host.
3. *Minnesota Hockey Licensed Tournament Merchandise.* In order to protect MH vendors and MH trademarks during events, MH requires ARENA to grant MH exclusive rights to sell officially licensed MH apparel and merchandise at the Arena during the Region or State Tournament, and that ARENA will grant no such rights for sale of hockey related merchandise to any third parties without written consent of MH. MH will have the right to assign these rights to a third party. In addition, ARENA will not charge a fee to any MH approved vendor in order to display and/or sell official merchandise at MH Region and State Tournaments.
4. *Minnesota Hockey Licensed Tournament Photography.* MH requires ARENA to grant MH exclusive rights to sell officially licensed MH event photography during the Region or State Tournament and will grant no such rights for sale of hockey related photography to any third parties without written consent of MH. MH will have the right to assign these rights to a third party. In addition, ARENA will not charge a fee to vendor in order to display and/or sell official photographs at MH Region and State Tournaments.
5. *Minnesota Hockey Licensed Tournament Video Broadcast.* MH requires ARENA to grant MH exclusive rights to video broadcast the Region or State Tournament and will grant no such rights to any third parties without written consent of MH. MH will have the right to assign these rights to a third party. In addition, ARENA will be expected to provide MH's licensed vendor the necessary space to video broadcast the MH Region and State Tournaments.
6. *Minnesota Hockey Signage.* In order to provide recognition to MH sponsors and financial contributors, MH displays signage detailing sponsor and MH information. MH requires ARENA to grant MH the right to display signage during the Region or State Tournament in a minimum of two locations - one lobby banner (Region and State Tournaments) and one dasher board sign per ice sheet (State Tournaments only). Location of banners and dasher boards will be mutually agreed upon prior to installation. MH or Host will be provided the opportunity to install banners and dasher boards at a mutually agreeable time prior to start of the Region or State Tournament.
7. *Other Signage.* MH asks ARENA to grant MH the right to display additional signage prior to and during the Region or State Tournament if such rights are allowed and space is available. Parties will agree on financial terms as necessary for this type of signage.

8. *Public Address.* MH requires ARENA to provide access to their public address system during the Region or State Tournament for in-game and general announcements.

9. *Exhibit Space.* MH requires ARENA to provide a mutually agreeable amount of exhibit space, to include, but not be limited to, space for the display of tournament brackets, during the Region or State Tournament.

10. *Ticket Sales.* MH requires ARENA to grant MH the right to sell general admission tickets to the Region or State Tournament. Host will retain all revenues generated through ticket sales.

11. *Ice Rental.* Host will purchase 22 hours of ice time at a rate of \$ 180 during the duration of the Region or State Tournament at the ARENA.

12. *Tournament Volunteers.* Host will provide all necessary volunteers for tournament related operations, including team management, locker room attendants, live scoring official, announcers, scorekeepers and ticket takers.

13. *Tournament Officials & Medical Staff.* Host will provide all necessary officials for tournament including referees, rules officials and medical staff.

14. *Liability Insurance.* MH and its registered affiliates are insured under a general liability policy through USA Hockey, Inc.

15. *Tournament Promotion.* MH will provide extensive media exposure and promotional collateral materials for the Tournament, to include but not be limited to, news releases to area media and on-going tournament exposure via the MH web site, www.minnesotahockey.org.

The Minnesota Hockey Handbook governs all Minnesota Hockey events. In any case where this agreement conflicts with the Minnesota Hockey Handbook, the Handbook shall prevail.

This Letter of Understanding is an outline of expectations for Minnesota Hockey, its host association and the host arena. The goal is to provide the best possible experience for the players and the fans attending the tournament, the host arena and its staff and the host association and its volunteers.

MINNESOTA HOCKEY

FOR HOST ARENA

Host Association Tournament Director

Its: Mayor

Its: Director, District _____

Its: City Clerk

Its: Vice President, Tournaments

Arena Address: 1401 NW 3rd Avenue
Grand Rapids, MN 55744

Tournament: _____

Dates: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 9, 2023

AGENDA ITEM: Consider entering into an Interim Naming Rights Agreement with Yanmar Compact Equipment North America (CENA), effective Nov. 1, 2023.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

Selling naming rights on community ice arenas has become a popular way to increase revenue and help keep the cost of ice time affordable for young skaters. City staff recently met with employees of Yanmar CENA and negotiated an Agreement that we feel will benefit both parties.

The attached Interim Agreement addresses Nov. 1, 2023 to June 30, 2024 as the Civic Center will be required to start its fiscal years on July 1st as directed by the MN State MMB. At the conclusion of the Interim Agreement, the City and Yanmar CENA will enter into a 10-year Agreement with 5-year options following. At their meeting on Oct. 4th, 2023, the Civic Center Advisory Board voted unanimously to recommend to the City Council that we enter into this Interim Agreement.

REQUESTED COUNCIL ACTION:

Make a motion to enter into an Interim Naming Rights Agreement with Yanmar Compact Equipment North America (CENA), effective Nov. 1, 2023.

**INTENT TO ENTER INTO A NAMING RIGHTS AND SPONSORSHIP
AGREEMENT**

by and between

CITY OF GRAND RAPIDS

and

YANMAR COMPACT EQUIPMENT

This Naming Rights and Sponsorship Agreement (this “Agreement”) is made and entered into as of _____ day of _____, 2023 (the “Effective Date”) by and between the City of Grand Rapids and Yanmar Compact Equipment North America (CENA) referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

NOW THEREFORE, in consideration of naming rights and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The City of Grand Rapids and Yanmar CENA will work towards a Naming Rights Agreement, approved by the State prior to June 30, 2024.
2. The term of this Agreement is November 1, 2023, through June 30, 2024.
3. The future Naming Rights Agreement will be a ten (10) year agreement at \$80,000 per year with an option to renew the agreement as allowed by the State.
4. Effective November 1, 2023, the IRA Civic Center will be renamed ‘Yanmar Arena’. This name will be used in all advertising and/or broadcasts of events that take place on the premises and all employee correspondence.
5. Yanmar CENA will lease to the city a compact track loader with snowblower and brush attachments for \$1 per year, with the understanding that it will be displayed outside the East Entrance doors when not in use. The machine will be provided starting no later than 60 days after this agreement is signed. The city will be responsible for damages and maintenance to the equipment which will be preformed by the Yanmar Company Store at a reduced rate.

6. Effective November 1, 2023, Yanmar CENA will have exclusive use of the 'Viewing Suite' for all boys and girls high school hockey games, first right for youth games, and the ability to brand the suite at a cost of \$7,500 for the 2023 – 24 ice season.
7. Effective November 1, 2023, Yanmar CENA will have the ability to brand the upper lobby meeting space and utilize the meeting space up to 6 times prior to June 30, 2024, at no cost.
8. Effective November 1, 2023, Yanmar CENA will have an ad on one of the Zamboni's front and hood. Effective January 1st, 2024, Yanmar will have one entire Zamboni for branding. The cost for the 2023 – 24 ice season is \$4,000.
9. Effective November 1, 2023, Yanmar CENA will have center-ice logos in all three ice sheets at a cost of \$2,000 for the 2023 – 24 ice season.
10. Effective November 1, 2023, Yanmar CENA will have two (2) wall sign ads in the West Venue at a cost of \$1,200 for the 2023 – 24 ice season.
11. Effective November 1, 2023, Yanmar CENA will have two (2) dasher board ads in the West Venue at no cost for the 2023 – 24 ice season.
12. Effective November 1, 2023, Yanmar CENA may install window decals on the entrance doors, entrance building signage, an informational kiosk in the main lobby, and supply Civic Center employee apparel at no cost.
13. Yanmar CENA is responsible for the production of all advertising materials.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date written above.

CITY OF GRAND RAPIDS

YANMAR COMPACT EQUIPMENT

By: _____
Mayor Dale Christy

By: _____
President Tate Johnson

ATTEST:

City Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10/9/2023

AGENDA ITEM: Consider a request by the police department to apply and accept a donation from 'Spike's K9.' The donation is a K9 ballistic vest to be worn by the police department's K9, "Murphy." In addition, consider adopting a resolution to accept the same.

PREPARED BY: Captain Kevin Ott

BACKGROUND:

The Grand Rapids Police Department was notified of a non-profit organization, Spike's K9, who assist agencies with obtaining ballistic vests and other equipment for their K9. 'Spike's K9' secured funds to donate a K9 ballistic vest through the manufacturer, K9 Storm. The ballistic vest was sized specifically for the police department K9, "Murphy." This piece of equipment will help protect the health of Murphy as it not only will protect the K9 as a ballistic vest, but it will also protect against edged weapons.

The K9 ballistic vest has an approximate value of \$3,500.00.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution to accept the K9 ballistic vest from 'Spike's K9' with the approximate value of \$3,500.00.

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

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A DONATION OF A K9 BALLISTIC VEST THROUGH 'SPIKE'S K9.' THE BALLISTIC VEST HAS AN ESTIMATED VALUE OF \$3,500.00

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

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

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

- 'Spike's K9' has donated a ballistic vest to the Grand Rapids Police Department to be utilized by the police department K9, "Murphy." The vest was manufactured by 'K9 Storm,' and has an estimated valued of \$3,500.00.

Adopted this 9th day of October 2023.

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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