



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

CITY COUNCIL MEETING AGENDA

Monday, March 28, 2022

5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, March 28, 2022 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PROCLAMATION:

1. Annual Start By Believing Day & Sexual Assault Awareness Month

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, March 14, 2022 Worksession & Regular meetings.

VERIFIED CLAIMS:

3. Approve the verified claims for the period March 8, 2022 to March 21, 2022 in the total amount of \$1,755,767.04 of which \$376,766.25 are debt service payments.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

CONSENT AGENDA:

4. Consider approving CivicPlus Domain & DNS Hosting for the City of Grand Rapids Website.
5. Consider approving a temporary easement from James and Cheryl Stawnychy related to CP 2003-18, 21st Street SW Extension project.
6. Consider renewal of annual service agreement with SVL for Library chiller.
7. Consider making a motion to pay additional fees for the Loader tires from Royal Tire Inc.
8. Consider approving temporary and permanent easements related to the Grand Rapids/Cohasset Industrial Park Infrastructure Project and authorize payment.
9. Consider approval of revisions to the road use agreement with Enbridge Energy, LLP.
10. Consider approving Club Prophet Golf Agreement

- [11.](#) Consider approving a Certification Agreement with the National Park Service for the City-owned portions of the North Country Trail.
- [12.](#) Consider entering into Advertising Agreements with businesses at the IRA Civic Center.
- [13.](#) Consider approving a land lease with MN DNR at the GPZ airport
- [14.](#) Consider changing the pay rate for temporary Library employees.
- [15.](#) Consider entering into Merchant Processing Agreement/Golf
- [16.](#) Consider adopting a resolution supporting a Mississippi River-Grand Rapids Watershed - One Watershed, One Plan.
- [17.](#) Consider approval of three Subordinations Agreements in favor of Grand Rapids State Bank for Small Cities Development Program mortgages on three properties owned by JBS Holdings, LLC.
- [18.](#) Consider approving an amendment to the operating agreement with Bird Rides, Inc.
- [19.](#) Consider agreements with Blandin Paper, The Reif Arts Council, and KAXE for music festivals.

ADMINISTRATION:

- [20.](#) Consider appointing Bryce Prudhomme to the position of Police Officer.

FIRE DEPARTMENT:

- [21.](#) Consider authorizing final payment and change order on Engine 21 to Rosenbauer

POLICE DEPARTMENT:

- [22.](#) Consider adopting a resolution accepting a donation of \$1,408.00 from Fraternal Order of Eagles Club Aerie #2469, \$1,408.00 from Fraternal Order of Eagles Club Auxiliary #2469, \$2,816.00 from Fraternal Order of Eagles Club #2469 and donation of \$2,816.00 from VFW Post 1720 to purchase 6 Zoll AED Plus Units

SET REGULAR AGENDA:

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 11, 2022 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

PROCLAMATION

Annual Start by Believing Day

Whereas, the City of Grand Rapids, Minnesota shares a critical concern for victims of sexual violence and a desire to support their needs for justice and healing; and

Whereas, in 2021, the Grand Rapids Police Department received a total of 35 reports of sexual assault and Support Within Reach, The Sexual Violence Resource Center, served 38 new clients and 14 ongoing clients who received a total of 3,864 service types, including: 24-hour crisis hotline assistance, basic one-to-one peer counseling, follow-up support, assistance filing protective orders, general information and referrals, medical accompaniment and support during evidentiary exams, and the full continuum of medical, legal and prosecutorial advocacy services; and

Whereas, current estimates suggest as few as 1 in 5 sexual assaults will be reported to law enforcement and less than 3 percent will result in the conviction and incarceration of the perpetrator; and

Whereas, research documents that victims are far more likely to disclose their sexual assault to a friend or family member, and when these loved ones respond with doubt, shame, or blame, victims suffer additional negative effects on their physical and psychological well-being; and

Whereas, the Start by Believing public awareness campaign (a program of End Violence Against Women International) is designed to improve the responses of friends, family members, and community professionals, so they can help victims to access supportive resources and engage the criminal justice system;

Now Therefore, Be it Proclaimed by City Council for the City of Grand Rapids that they support the Start by Believing public awareness campaign and do hereby declare the first Wednesday of April each year to be ***Start by Believing Day*** throughout the City of Grand Rapids, Minnesota.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 28th day of March, Two thousand twenty-two.

Dale Christy, Mayor
City of Grand Rapids

PROCLAMATION

Item 1.

Sexual Assault Awareness Month

Whereas, Sexual Assault Awareness Month was first observed by the United States in April 2001 to raise awareness about sexual assault, to prevent sexual violence, and to support victims/survivors; and

Whereas, sexual assault affects women, children, and men of all racial, cultural, and economic backgrounds; and

Whereas, nearly 1 in 5 women and 1 in 38 men have experienced completed or attempted rape during their lifetime; and

Whereas, sexual assault can be devastating for not only the victim/survivor but also for the family and friends of the victim/survivor; and

Whereas, every victim's/survivor's response is unique, and every victim/survivor has the right to receive support and understanding from friends, families, and their communities, as well as from medical, legal, social services, and criminal justice systems; and

Whereas, no one person, organization, agency or community can eliminate sexual assault on their own, but we can work together to educate our entire population about what can be done to prevent sexual assault, support victims/survivors and their loved ones, and increase support for agencies providing services to victims/survivors; and

Whereas, Sexual Assault Awareness Month provides an excellent opportunity for citizens to learn more about preventing sexual violence before it starts and shows support for the numerous organizations and individuals who provide critical advocacy services and assistance to sexual assault victims/survivors; and

Whereas, The City of Grand Rapids, Minnesota supports the efforts of national, state, and local partners, and for every citizen, who actively engages in public and private efforts to prevent sexual violence. It's time for all of us to start conversations, take appropriate action, and support one another to create a safer environment for all.

Now Therefore, Be it Proclaimed, that I, Dale Christy, Mayor of Grand Rapids, Minnesota do hereby proclaim the month of April 2022 as Sexual Assault Awareness Month.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 28th day of March, Two thousand twenty-two.

Dale Christy, Mayor
City of Grand Rapids



CITY OF
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CITY COUNCIL WORKSESSION MINUTES
Monday, March 14, 2022
4:30 PM

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

ROLL CALL:

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

STAFF PRESENT: Tom Pagel, Chad Sterle, Barb Baird, Lasha Karels

DEPARTMENT HEAD REPORT:

1. Police Department: Police Chief Steve Schaar

Chief Schaar provides update on Department activities, specifically noting the following:

- Staffing & Organizational Chart, Training for Officer
- Total calls in 2021, noting various increases/decreases by specific offenses, Blight investigations & Winter Parking Offenses
- Department programs including school liaison, citizen academy, Student internships, DARE, Safety Car Seats, etc.
- Department Goals for 2021 & 2022

A full copy of the report is on file and available upon request.

REVIEW OF REGULAR AGENDA:

Added appointing members to Human Rights Commission and Public Utilities Commission to the Regular agenda as item 18a. No other changes or additions are noted.

There being no further business, the meeting adjourned at 5:00 PM.

Respectfully submitted:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk



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

CITY COUNCIL MEETING MINUTES
Monday, March 14, 2022
5:00 PM

Mayor Christy called the meeting to order at 5:03 PM.

CALL OF ROLL:

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

STAFF: Tom Pagel, Chad Sterle, Steve Schaar, Lynn DeGrio, Will Richter, Barb Baird, Lasha Karels

PUBLIC FORUM:

Donald Evans, 46823 Hawthorne, Deer River, MN Shotgun confiscated by local police department four months ago. Would like to follow up on how to get it back.

COUNCIL REPORTS:

Mayor Christy recognized Finance Director Barb Baird and the Finance Department for receiving Excellence in Governmental Accounting Award. The City of Grand Rapids has received this award for a consecutive 28 years. Also recognized local high school sports teams and individual athletes who competed at the 2022 state tournaments.

Councilor Connelly provided updates on GREDA meeting including ASV expansion, industrial park signage and downtown master plan project.

Councilor Blake recommends residents encourage MN State Representative Igo & Senator Eichorn to push forward for more housing and childcare funding.

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, February 28, 2022 Regular meeting.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period February 23, 2022 to March 7, 2022 in the total amount of \$466,977.69.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Council acknowledged the minutes for the following:

December 15, 2021 PUC
 January 4, 2022 Arts & Culture Commission
 January 11 and 25, 2022 PUC
 January 18, 2022 Golf Board
 January 26, 2022 Human Rights Commission
 January 27, 2022 GREDA
 February 9, 2022 Library Board

CONSENT AGENDA:

4. Consider approving SLA 2003-18 amendment 2 with SEH for design and construction engineering services related to CP 2003-18, 21st Street SW Extension.
5. Consider approving an engagement letter with Dodd Advisory & Valuation
6. Consider adopting a resolution accepting an IRRR Development Partnership grant on behalf of GREDA for the Downtown Plan Project.

Adopted Resolution 22-27

7. Consider approval of a Subordination Agreement in favor of Freedom Mortgage Corporation for a SCDP mortgage on property owned by Brittany Adams.
8. Consider approving change order 2 with SEH for the Grand Rapids/Cohasset Industrial Redevelopment project
9. Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2003-18, 21st Street SW Extension.

Adopted Resolution 22-28

10. Consider use agreements with the Blandin Foundation
11. Consider approving the purchase of tires for one of the loaders in the Public Works Fleet.

12. Adopt a resolution reestablishing precincts and polling places

Adopted Resolution 22-29

13. Storage Area Network Replacement

14. Adopt a resolution amending the City Wide fee schedule amending to include parking fees

Adopted Resolution 22-30

15. Consider adopting a resolution regarding the support of a Minnesota Department of Employment and Economic Development (DEED) Job Creation Fund application for the ASV/Yanmar Expansion Project

Adopted Resolution 22-31

16. Consider establishing an eligibility list for Police Officer.

17. Consider adopting a resolution supporting housing and local decision-making authority

Adopted Resolution 22-32

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

SET REGULAR AGENDA:

Motion made by Councilor Adams, Second by Councilor Connelly to approve the Regular agenda as amended to include item 18a. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ADMINISTRATION:

18. Accept the resignation of Amanda Watkins.

Motion made by Councilor Adams, Second by Councilor Toven accepting the resignation of Amanda Watkins, authorize filling the vacancies with a temporary hire and authorized staff to begin the process of filling the vacancy. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

- 18a. Consider appointments to Boards and Commissions.

Councilor Connelly recommends re-appointment of Doug Learmont and appointment of Ashley Goodman and Edward Krumpotich, each to a three term effective immediately, expiring March 1, 2025.

Councilor Blake recommends appointing Nancy Saxhaug to PUC for a four-year term effective immediately, expiring March 1, 2026.

Motion made by Councilor Connelly, Second by Councilor Blake to appoint members to Human Rights Commission and Public Utilities Commission as recommended. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

CIVIC CENTER & PARKS:

19. Consider a grant application to the Blandin Foundation for the IRA Civic Center

Motion made by Councilor Toven, Second by Councilor Connelly authorizing staff to apply for Blandin Foundation grant for the IRA Civic Center. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

20. Consider resolutions (two) ordering the improvement and authorizing Phase 1, Best Value Procurement for a truss/roof system at the IRA Civic Center.

Motion made by Councilor Blake, Second by Councilor Connelly adopting **RESOLUTION 22-33 AND RESOLUTION 22-34**, ordering improvements and authorizing Phase 1 relative to truss/roof system at the IRA Civic Center. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:34 PM.

Respectfully submitted:

Kimberly Gibeau

Kimberly Gibeau, City Clerk

DATE: 03/23/2022
 TIME: 14:45:10
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 03/28/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
1920650	STRATEGIC INSIGHTS INC	645.85
	TOTAL	645.85
CITY WIDE		
1721325	QUICK SIGNS	900.50
1915248	SHI INTERNATIONAL CORP	2,368.00
1920650	STRATEGIC INSIGHTS INC	904.15
	TOTAL CITY WIDE	4,172.65
ADMINISTRATION		
1301020	MADDEN GALANTER HANSEN, LLP	1,007.00
	TOTAL ADMINISTRATION	1,007.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0221650	BURGGRAF'S ACE HARDWARE	259.99
1605665	PERSONNEL DYNAMICS LLC	459.60
	TOTAL BUILDING SAFETY DIVISION	772.48
COMMUNITY DEVELOPMENT		
T001411	DODD ADVISORY & VALUATION LLC	2,500.00
	TOTAL COMMUNITY DEVELOPMENT	2,500.00
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
0221650	BURGGRAF'S ACE HARDWARE	109.98
0401804	DAVIS OIL INC	58.79
0504825	EDWARDS OIL INC	186.68
0601346	FAIRVIEW HEALTH SERVICES	38.00
0920450	ITL PATCH COMPANY, INC	445.20
1200500	L&M SUPPLY	73.64
1415030	NAPA SUPPLY OF GRAND RAPIDS	26.09
	TOTAL FIRE	965.94

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/28/2022

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
INFORMATION TECHNOLOGY		
1915248	SHI INTERNATIONAL CORP	48.00
	TOTAL INFORMATION TECHNOLOGY	48.00
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	377.15
0103325	ACHESON TIRE INC	2,210.00
0301685	CARQUEST AUTO PARTS	356.32
0305510	CENTRAL LANDSCAPE SUPPLY INC	1,891.70
0315455	COLE HARDWARE INC	6.49
0401804	DAVIS OIL INC	5,717.44
0409715	DISPLAY SALES COMPANY	3,657.25
0601690	FASTENAL COMPANY	211.57
0914540	INNOVATIVE OFFICE SOLUTIONS LL	360.82
1303039	MCCOY CONSTRUCTION & FORESTRY	264.93
1415030	NAPA SUPPLY OF GRAND RAPIDS	12.11
1415484	NORTHERN LIGHTS TRUCK	27.25
1421155	NUCH'S IN THE CORNER	33.00
1612045	PLAGEMANN'S LANDSCAPING INC	4,550.00
1621125	PUBLIC UTILITIES COMMISSION	49.74
1815915	ROYAL TIRE INC	16,288.58
2015825	MONROE TOWMASTER LLC	223.18
	TOTAL PUBLIC WORKS	36,237.53
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	241.73
0914200	INDUSTRIAL LUBRICANT COMPANY	342.40
1201850	LAWSON PRODUCTS INC	33.86
1801615	RAPIDS WELDING SUPPLY INC	150.78
	TOTAL FLEET MAINTENANCE	768.77
POLICE		
1309160	MN COUNTY ATTORNEYS	88.00
1909650	SIRCHIE FINGER PRINT INC	199.92
1920555	STOKES PRINTING & OFFICE	13.49
2000400	T J TOWING	306.00
	TOTAL POLICE	607.41
CENTRAL SCHOOL		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/28/2022

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
0701650	GARTNER REFRIGERATION CO	2,199.06
1605665	PERSONNEL DYNAMICS LLC	689.40
1908248	SHERWIN-WILLIAMS	207.84
TOTAL		3,152.03
AIRPORT		
0504825	EDWARDS OIL INC	2,573.50
1301015	MACQUEEN EQUIPMENT INC	1,998.49
1415030	NAPA SUPPLY OF GRAND RAPIDS	215.98
1503200	ODAY EQUIPMENT LLC	1,403.25
1920240	CHAD B STERLE	366.00
TOTAL		6,557.22
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	ARAMARK UNIFORM SERVICES	121.92
0221650	BURGGRAF'S ACE HARDWARE	24.70
0315495	COMMERCIAL REFRIGERATION	5,459.65
0805640	HERC-U-LIFT INC	1,168.54
0809345	NICHOLAS HIIPAKKA	19.17
1200500	L&M SUPPLY	628.39
1309240	MINNESOTA ICE ARENA MANAGERS	225.00
1621125	PUBLIC UTILITIES COMMISSION	4,000.00
1801613	RAPIDS PRINTING	192.00
1901535	SANDSTROM'S INC	382.73
TOTAL GENERAL ADMINISTRATION		12,222.10
STATE HAZ-MAT RESPONSE TEAM		
0312110	CLAREY'S SAFETY EQUIPMENT INC	28.66
TOTAL		28.66
CEMETERY		
0100025	ASAP HEATING & A/C, LLC	2,300.00
0301685	CARQUEST AUTO PARTS	20.31

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/28/2022

VENDOR #	NAME	AMOUNT DUE

CEMETERY		
1200500	L&M SUPPLY	67.96
1415590	NORTHWEST GAS	1,178.77
	TOTAL	3,567.04
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
0701650	GARTNER REFRIGERATION CO	956.00
	TOTAL	986.00
GO STATE-AID ST BONDS 2007B		
0315515	COMPUTERSHARE TRUST CO, NA	76,537.50
	TOTAL	76,537.50
GO STATE-AID BONDS 2012B		
0315515	COMPUTERSHARE TRUST CO, NA	300,228.75
	TOTAL	300,228.75
GENERAL CAPITAL IMPRV PROJECTS		
	2022-1 HIGHWAY 2 LIGHTING	
1900225	SEH	3,092.00
	TOTAL 2022-1 HIGHWAY 2 LIGHTING	3,092.00
GR/COHASSET IND PK INFRAST		
1900225	SEH	56,183.86
T001407	MICHAEL L KELLIN	9,485.58
T001408	JOEL PERRINGTON	1,898.86
T001409	MICHAEL J MCLYNN	1,398.54
T001410	CHRISTOPHER K JENSEN	1,872.00
	TOTAL	70,838.84

DATE: 03/23/2022
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/28/2022

VENDOR #	NAME	AMOUNT DUE
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
1815700	ROSENBAUER MINNESOTA LLC	417,509.00
TOTAL CAPITAL OUTLAY-FIRE DEPT		417,509.00
AIRPORT CAPITAL IMPRV PROJECTS		
2021-3 LAMP LIGHTING PROJECT		
1900225	SEH	5,000.00
TOTAL 2021-3 LAMP LIGHTING PROJECT		5,000.00
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
1900225	SEH	35,580.00
T001412	JAMES EDWARD STAWNYCHY	15,087.10
TOTAL 21ST STREET IMPROVEMENTS		50,667.10
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	30.95
0401804	DAVIS OIL INC	8,298.00
0514798	ENVIRONMENTAL EQUIPMENT AND	2,900.00
TOTAL		11,228.95
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$1,009,340.82
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	3,952.58
0104095	DALE ADAMS	69.03
0113105	AMAZON CAPITAL SERVICES	1,032.16
0205640	LEAGUE OF MN CITIES INS TRUST	274,714.00
0305530	CENTURYLINK QC	264.83
0309600	CIRCLE K/HOLIDAY	285.46
0315543	CONSTELLATION NEWENERGY -GAS	487.97
0315550	JEFF COOK	194.22
0718015	GRAND RAPIDS CITY PAYROLL	280,963.84
0718070	GRAND RAPIDS STATE BANK	573.19
0809115	HIBBING COMMUNITY COLLEGE	1,600.00
1209516	LINCOLN NATIONAL LIFE	1,907.49
1301146	MARCO TECHNOLOGIES, LLC	2,182.69
1305065	MEDTOX LABORATORIES INC	74.55
1309098	MINNESOTA MN IT SERVICES	453.21

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/28/2022

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1309199	MINNESOTA ENERGY RESOURCES	141.63
1309332	MN STATE RETIREMENT SYSTEM	2,184.00
1309335	MINNESOTA REVENUE	1,389.00
1415479	NORTHERN DRUG SCREENING INC	25.00
1516220	OPERATING ENGINEERS LOCAL #49	115,395.00
1621130	P.U.C.	52,043.93
1809501	ROBERT RIMA	23.00
1921620	SUPERIOR USA BENEFITS CORP	195.00
2000490	TDS Metrocom	569.09
2114750	UNUM LIFE INSURANCE CO OF AMER	529.76
2209665	VISA	4,941.59
2305300	MATTHEW WEGWERTH	234.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$746,426.22

TOTAL ALL DEPARTMENTS \$1,755,767.04



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider approving CivicPlus Domain & DNS Hosting

PREPARED BY: Kimberly Gibeau

BACKGROUND:

As we prepare to launch the new City website, we would like to move domain and DNS hosting to Municode, powered by CivicPlus. We have provided the current Website host, E3 Consulting with the required 30 day written notice and transfer deadline is set for April 15, 2022. The cost of this transfer is as follows:

One-time setup	\$ 158.00
Annual Fee	\$ 185.00

REQUESTED COUNCIL ACTION:

Make a motion to approve Municode, powered by CivicPlus, to begin hosting the City website Domain and DNS for a one-time set up fee of \$158.00, annual fee of \$185.00 and authorize payment of the same.

QUOTATION FOR SERVICE

March 11, 2022

To:

City of Grand Rapids
 Kim Gibeau, City Clerk
 420 North Pokegama Avenue
 Grand Rapids, MN 55744-2662

Item	Term	Cost
CivicPlus Domain and DNS Hosting	One-time	\$158.00
	Annual	\$185.00
TOTAL	\$	\$343.00



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider approving a temporary easement from James and Cheryl Stawnychy related to CP 2003-18, 21st Street SW Extension project.

PREPARED BY:

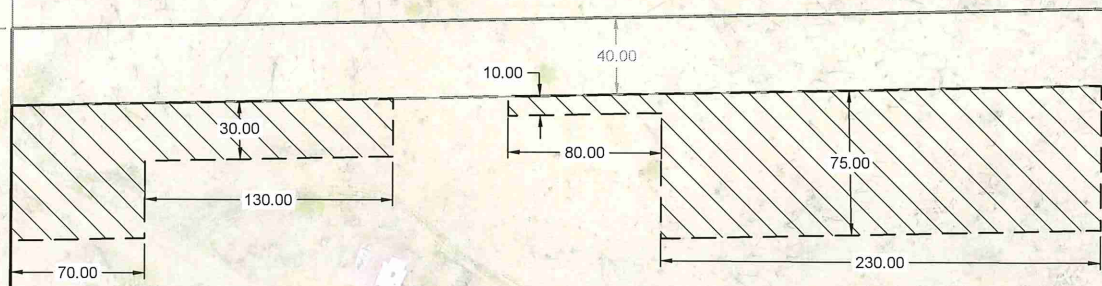
BACKGROUND:

City staff has been working through the design phase of the proposed road construction project. One of the changes that needs to be made during construction is the realignment of Mr. and Mrs. Stawnychy's driveway. In order to complete these improvements, a temporary easement is needed. The property owner has executed the necessary documents which are attached. No payment will be made for the additional easement areas.

REQUESTED COUNCIL ACTION:

Make a motion to approve a temporary easement from James and Cheryl Stawnychy related to CP 2003-18, 21st Street SW Extension project.

Item 5.



STAWNYCHY, JAMES E. & CHERYL
91-029-4309

44001
1412.92
MON

A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate September 30, 2023 or at the end of the project, whichever is later.

The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated here in.

J. Stawnychy 3-15-22
Signature Date

LEGEND

	TEMPORARY EASEMENT
	PROPERTY BOUNDARY

PARCEL NUMBER	91-029-4309
OWNER	JAMES E. & CHERYL STAWNYCHY
AREA OF PARCEL	210257 SF
ZONING	RR
AREA OF PROPOSED TEMPORARY EASEMENT	26858 SF



FILE NO.
GRANR 161381

DATE:
1/24/2022

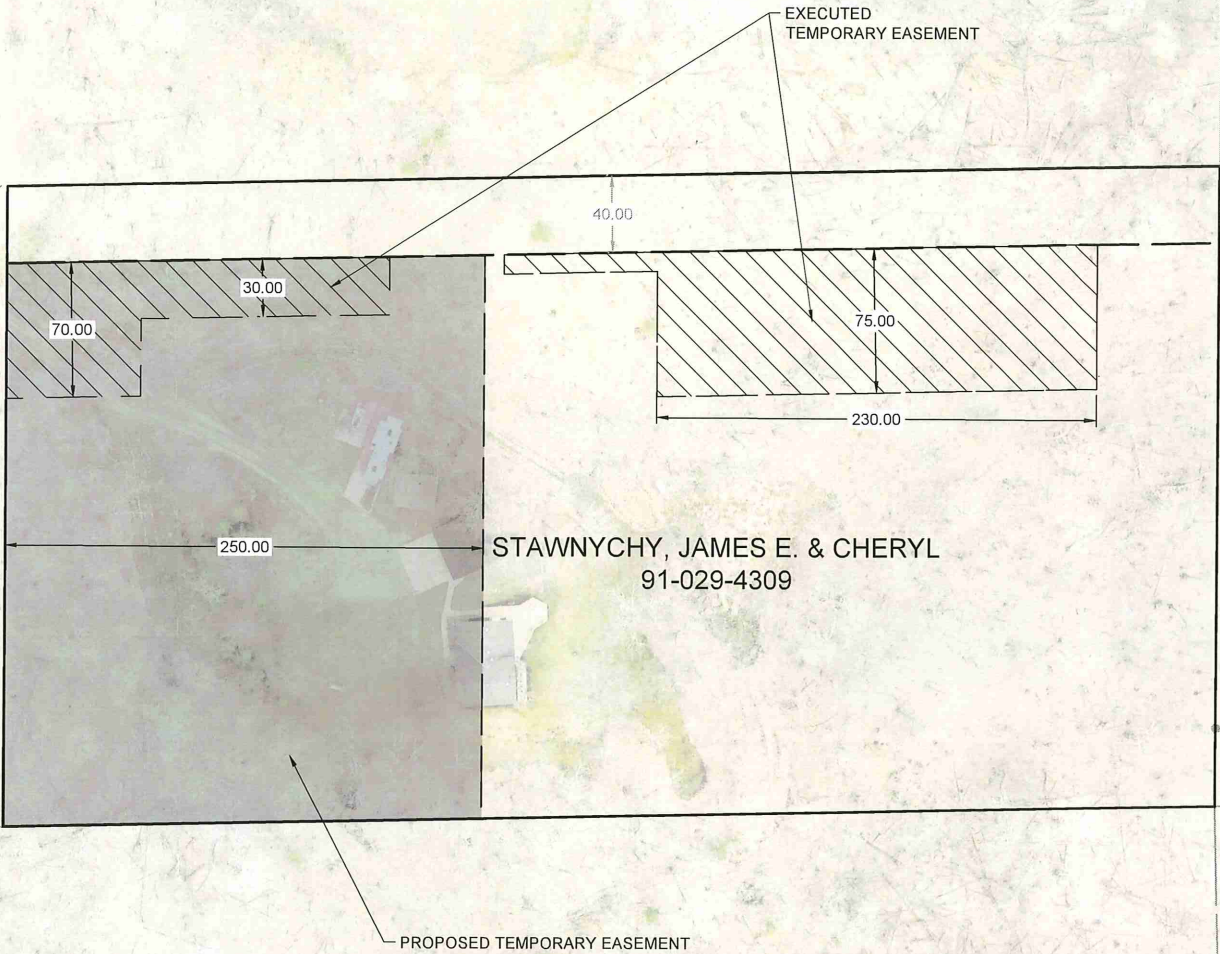
STAWNYCHY EASEMENT EXHIBIT
21ST STREET SW
GRAND RAPIDS, MINNESOTA

EXHIBIT NO. 2



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A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate September 30, 2022 or at the end of the project, whichever is later.

The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated here in.

Sari Stawnych 3-15-22
Signature Date

LEGEND

	TEMPORARY EASEMENT
	EXECUTED TEMPORARY EASE.
	PROPERTY BOUNDARY

PARCEL NUMBER	91-029-4309
OWNER	JAMES E. & CHERYL STAWNYCHY
AREA OF PARCEL	210257 SF
ZONING	RR
AREA OF PROPOSED TEMPORARY EASEMENT	91071 SF



FILE NO.
GRANR 161381
DATE:
3/14/2022

**STAWNYCHY EASEMENT EXHIBIT
21ST STREET SW
GRAND RAPIDS, MINNESOTA**

EXHIBIT
NO. 2





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2019

AGENDA ITEM: Consider renewal of annual service agreement with SVL for Library chiller.

PREPARED BY: Nathan Morlan

BACKGROUND:

This is the annual (June 1, 2022 through May 31, 2023) renewal of service agreement for preventative maintenance and service of the air conditioning chiller at the Library in the amount of \$2735.

REQUESTED COUNCIL ACTION:

Make a motion to approve annual service agreement with SVL for Library chiller and authorize Mayor to sign.



March 17, 2022

City of Grand Rapids
420 Pokegama Avenue North
Grand Rapids, MN 55744

Attn: Nathan Morlan

RE: Service Agreement Renewal

Dear Nathan,

Enclosed please find a quote for a service agreement on the new Daikin chiller that was installed at the library in 2014. SVL supplied, started, and serviced the new AGZ075 chiller since it was installed. We offer to continue these essential services for another year (June 1, 2022 through May 31, 2023) for the net price of \$2,735.00

Enclosed, please find two copies of our renewal documents for your records and approval. If these terms are acceptable to you please sign and return one copy to our office.

If you have any questions or need anything please feel free to give me a call or send me an email. My direct line is (651) 288-6682. You can also send me an email at alleng@svl.com. I'm looking forward to working with you.

Sincerely,

Allen Gramse

Allen Gramse
Service Manager
Schwab Vollhaber Lubratt Service Corp.

SERVICE AGREEMENT

We propose the following maintenance program on the equipment located at:

Grand Rapids Library
420 North Pokegama
Grand Rapids, MN 55744

Equipment Covered

(1) McQuay AGZ075 Chiller

PREDICTIVE MAINTENANCE

Spring Inspection:

- Tighten all electrical power wiring connections.
- Perform a meg ohm test on each of the compressors.
- Check the chiller for refrigerant loss.
- Perform an acid and moisture check on each refrigeration circuit if warranted.
- Perform a vibration check of each of the compressors.
- Check the operation of the chiller; this includes all pressures, temperatures and valve operations, etc.
- Review the error log and address any shutdown alarms
- Review the operation of the chiller with the owner representative.

Summer Inspection:

- Completely check the operation of the chiller and make any adjustments or minor repairs that are required to keep the equipment operating properly.
- Clean the condenser coils.
- Check for any shutdown codes that may have occurred.
- Discuss the operation with the owner's representative.

Fall Shutdown:

- Pump the refrigerant into the condenser and close all manual valves so that the refrigerant remains secure on the condenser for the winter months.
- Shut down the chiller so it cannot start.
- Drain the water from the chiller if required.

Comments:

All parts will be invoiced separately.

Hourly rates for services beyond the scope of this contact will receive a 10% discount on our standard service rates. Service rates are subject to change during the term of this agreement.

TOTAL ANNUAL COST OF CONTRACT \$2,735.00



TERMS OF SERVICE AGREEMENT

1. Contract automatically renewable annually at the end of the original term (price subject to revision) and may be cancelled by either party any time during the term by giving at least thirty (30) days **written** notice. Failure to keep your account current shall release Schwab-Vollhaber-Lubratt of performance of this contract.
2. We warrant that all work will be performed in a professional manner by competent technicians. There are no other warranties, express or implied, and we shall not be liable for consequential damages nor expenses incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of this agreement. We shall not be liable for loss or damages due to delays or inability to perform as a result of strikes, transportation delays, governmental intervention and/or regulations or other causes beyond our control. The sole remedies for any breach of our warranty are re-performing the work or refunding the price of the work at our option.
3. Repairs, replacements and emergency service occasioned by improper operation, negligence, and misuse of the equipment or due to any cause beyond our control shall be invoiced at prevailing service rates. Repairs, replacements, inspections or modifications required by insurance companies, government, state, municipal or other authority shall be invoiced at prevailing rates.
4. Schwab-Vollhaber-Lubratt shall not be responsible for air balance, ductwork, electrical disconnect switches, recording or portable instruments, gauges or thermometers, appearance of decorative cabinets or corrections to design or installation.

The specific labor and materials on the face of this contract will be furnished for the sum of **\$2,735.00** payable net 30 days after invoice

Respectfully submitted,

Schwab-Vollhaber-Lubratt Service Corp.

By: Allen Gramse
Allen Gramse, Service Manager

Date: March 17, 2022

Accepted by: _____

Title: _____

Date: _____

Contract For The Year: June 1, 2022– May 31, 2023

SERVICE AGREEMENT

We propose the following maintenance program on the equipment located at:

Grand Rapids Library
420 North Pokegama
Grand Rapids, MN 55744

Equipment Covered

(1) McQuay AGZ075 Chiller

PREDICTIVE MAINTENANCE

Spring Inspection:

- Tighten all electrical power wiring connections.
- Perform a meg ohm test on each of the compressors.
- Check the chiller for refrigerant loss.
- Perform an acid and moisture check on each refrigeration circuit if warranted.
- Perform a vibration check of each of the compressors.
- Check the operation of the chiller; this includes all pressures, temperatures and valve operations, etc.
- Review the error log and address any shutdown alarms
- Review the operation of the chiller with the owner representative.

Summer Inspection:

- Completely check the operation of the chiller and make any adjustments or minor repairs that are required to keep the equipment operating properly.
- Clean the condenser coils.
- Check for any shutdown codes that may have occurred.
- Discuss the operation with the owner's representative.

Fall Shutdown:

- Pump the refrigerant into the condenser and close all manual valves so that the refrigerant remains secure on the condenser for the winter months.
- Shut down the chiller so it cannot start.
- Drain the water from the chiller if required.

Comments:

All parts will be invoiced separately.

Hourly rates for services beyond the scope of this contact will receive a 10% discount on our standard service rates. Service rates are subject to change during the term of this agreement.

TOTAL ANNUAL COST OF CONTRACT \$2,735.00



TERMS OF SERVICE AGREEMENT

1. Contract automatically renewable annually at the end of the original term (price subject to revision) and may be cancelled by either party any time during the term by giving at least thirty (30) days **written** notice. Failure to keep your account current shall release Schwab-Vollhaber-Lubratt of performance of this contract.
2. We warrant that all work will be performed in a professional manner by competent technicians. There are no other warranties, express or implied, and we shall not be liable for consequential damages nor expenses incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of this agreement. We shall not be liable for loss or damages due to delays or inability to perform as a result of strikes, transportation delays, governmental intervention and/or regulations or other causes beyond our control. The sole remedies for any breach of our warranty are re-performing the work or refunding the price of the work at our option.
3. Repairs, replacements and emergency service occasioned by improper operation, negligence, and misuse of the equipment or due to any cause beyond our control shall be invoiced at prevailing service rates. Repairs, replacements, inspections or modifications required by insurance companies, government, state, municipal or other authority shall be invoiced at prevailing rates.
4. Schwab-Vollhaber-Lubratt shall not be responsible for air balance, ductwork, electrical disconnect switches, recording or portable instruments, gauges or thermometers, appearance of decorative cabinets or corrections to design or installation.

The specific labor and materials on the face of this contract will be furnished for the sum of **\$2,735.00** payable net 30 days after invoice

Respectfully submitted,

Schwab-Vollhaber-Lubratt Service Corp.

By: Allen Gramse
Allen Gramse, Service Manager

Date: March 17, 2022

Accepted by: _____

Title: _____

Date: _____

Contract For The Year: June 1, 2022– May 31, 2023

ITEM # _____



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: March 28, 2022
AGENDA ITEM: Consider making a motion to pay additional fees for the Loader tires from Royal Tire Inc.
PREPARED BY: Cynthia Lyman

BACKGROUND:

At the March 14, 2022 City Council Meeting, the Public Works Department was approved to purchase tires and rims from Royal Tire Inc.'s low quote for \$15,997.80. With the additional fees of \$290.78 for Labor and Environmental Fees from the original Quote, the total payment to Royal Tire Inc. will be \$16,288.58, which is still the low quote.

REQUESTED COUNCIL ACTION:

Make a motion to approve and pay the additional fees of \$290.78 for Labor and Environmental Fees from the original low quote of Royal Tire Inc. making the payment \$16,288.58 for the Public Works #275 Loader Tires.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider approving temporary and permanent easements related to the Grand Rapids/Cohasset Industrial Park Infrastructure Project and authorize payment.

PREPARED BY: Matt Wegwerth

BACKGROUND:

This project extends sanitary sewer and water to the Grand Rapids/Cohasset Industrial Park Site. In order to move forward with the project the following temporary and permanent easements needed to be acquired. The property owners have executed the necessary documents which are attached. Kellin-\$9,485.58, ADJK Properties/Perrington-\$1,898.86, McLynn-\$1,398.54, Jensen-\$1,872.00, IEDC, TNT Construction, Hawkinson Construction, Grace Bible Chapel, A&T Holdings.


REQUESTED COUNCIL ACTION:

Make a motion to approve temporary and permanent easements related to the Grand Rapids/Cohasset Industrial Park Infrastructure Project and authorize payment in the amount of \$14,654.98.





A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate September 30, 2024 or at the end of the project, whichever is later.

The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated here in.

Signature  Date 3-11-22

PARCEL NUMBER	91-019-2204
OWNER	A&T HOLDINGS, LLC.
AREA OF PARCEL	405779 SF
ZONING	SBP
AREA OF PROPOSED TEMPORARY EASEMENT	3603 SF

LEGEND

	TEMPORARY EASEMENT
	PROPERTY BOUNDARY



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FILE NO.
GRANR 163434
DATE:
3/2/2022

**A&T HOLDINGS LLC
GRAND RAPIDS / COHASSET
INDUSTRIAL PARK**

**EXHIBIT
NO. 1**



A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate September 30, 2024 or at the end of the project, whichever is later.

The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated here in.

Signature: Joel Adams Date: 3/8/22

PARCEL NUMBER	91-030-2101
OWNER	GRACE BIBLE CHAPEL
AREA OF PARCEL	1464519 SF
ZONING	UO
AREA OF PROPOSED TEMPORARY EASEMENT	14516 SF

LEGEND

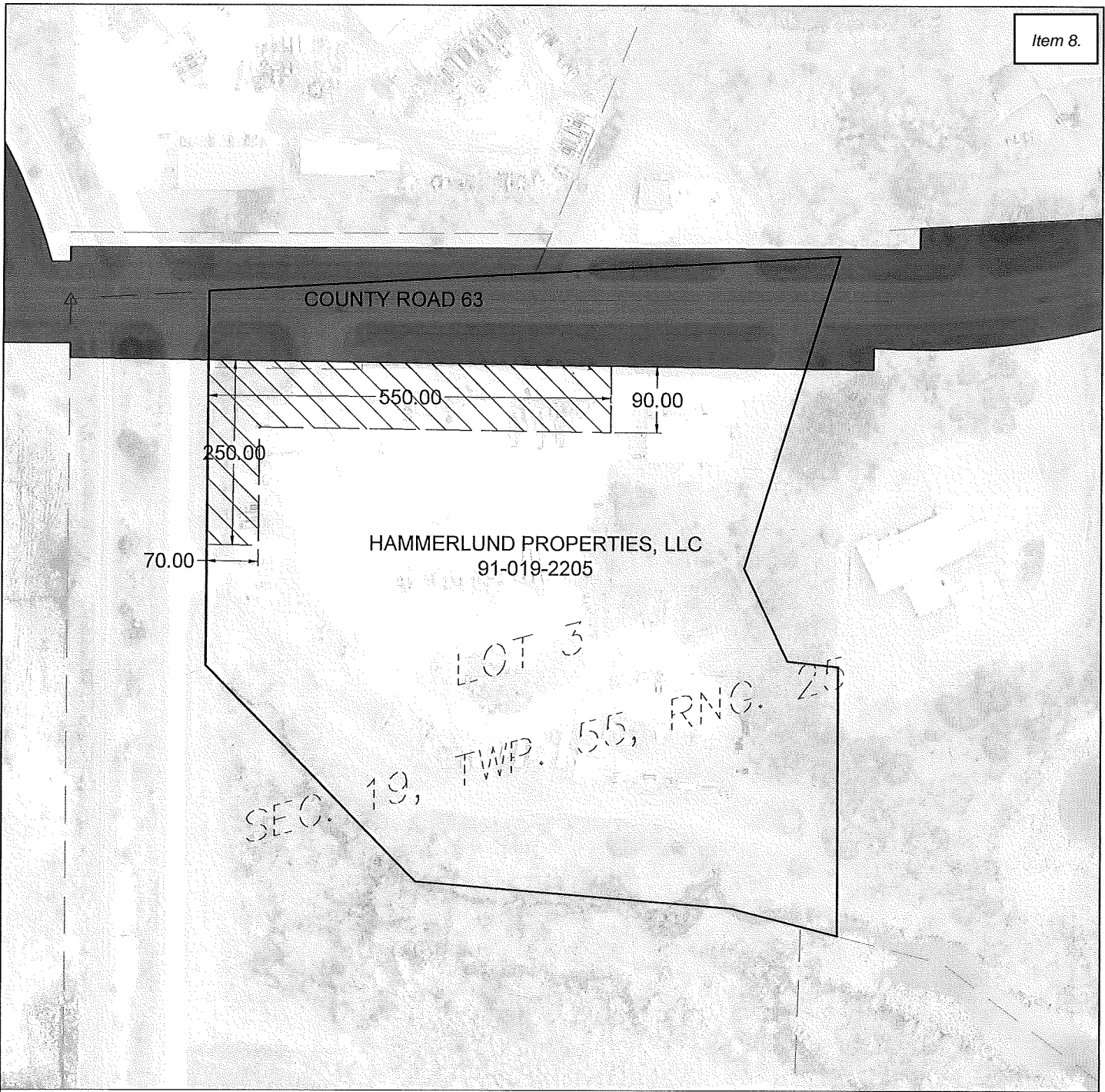
	TEMPORARY EASEMENT
	PROPERTY BOUNDARY



FILE NO.
GRANR 163434
DATE:
3/2/2022

**GRACE BIBLE CHAPEL
GRAND RAPIDS / COHASSET
INDUSTRIAL PARK**

**EXHIBIT
NO. 1**



A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate September 30, 2024 or at the end of the project, whichever is later.

The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated herein.

Signature: *[Handwritten Signature]*
 Date: *3/3/22*

PARCEL NUMBER	91-019-2205
OWNER	HAMMERLUND PROPERTIES, LLC.
AREA OF PARCEL	643161 SF
ZONING	SI-2
AREA OF PROPOSED TEMPORARY EASEMENT	60689 SF

LEGEND

- TEMPORARY EASEMENT
- PROPERTY BOUNDARY



FILE NO.
 GRANR 163434
 DATE:
 3/2/2022

**HAMMERLUND PROPERTIES LLC
 GRAND RAPIDS / COHASSET
 INDUSTRIAL PARK**

**EXHIBIT
 NO. 1**

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

ENGINEERING DEPARTMENT

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

OFFER LETTER

March 11, 2022

Mike and Bonnie McLynn
 2706 County Road 76
 Grand Rapids, MN 55744

RE: Purchasing Public Service and Infrastructure Easement

Dear Mr. and Mrs. McLynn,

The City of Grand Rapids hereby submits to you an offer of **\$1,398.54**, which is the amount of the minimum easement value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT EXHIBIT" attached hereto, disregarding any change in the before value of the property caused by **Industrial Park Utility Extension** project.

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

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

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

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

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the

proceeds you received from the City. You may need to report some of the proceeds on your tax return. Your tax preparer will know what tax consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Barb Baird, Finance Director, at 218.326.7615

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

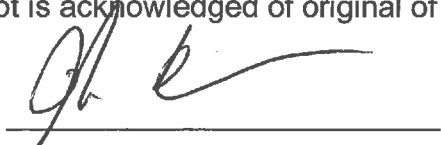
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,



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

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



Mike McLynn



Bonnie McLynn

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 17th day of March 2022, **Mike and Bonnie McLynn, a married couple**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

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

Parcel 91-726-0310
Existing Legal Description

Lot 1, Block 3, together with an undivided 1/8 Interest In Lot 2, Block 2 and Lot 2, Block 3, together with an undivided 1/8 interest in Lot 2, Block 2, Pokegama Pines, Itasca County, Minnesota.

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

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

Parcel 91-726-0310
Mike and Bonnie McLynn, a married couple.



Building a Better World
for All of Us[®]

OWNER: Mike and Bonnie McLynn

PARCEL(s): 91-726-0310

LEGAL LAND DESCRIPTION OF BURDENED PARCEL – DOC. NO. A000722776

Lot 1, Block 3, together with an undivided 1/8 Interest In Lot 2, Block 2 and Lot 2, Block 3, together with an undivided 1/8 interest in Lot 2, Block 2, Pokegama Pines, Itasca County, Minnesota.

PROPOSED PERMANENT INFRASTRUCTURE EASEMENT

An easement for infrastructure purposes over, under, across and through that part of Lot 1, Block 3, POKEGAMA PINES, according to the plat on file and of record in the office of the county recorder, Itasca County, Minnesota, described as follows:

Beginning at the northwest corner of said Lot 1; thence South 89 degrees 16 minutes 30 seconds East, assigned bearing, along a northerly line of said Lot 1, a distance of 105.57 feet to an easterly line of said Lot 1; thence South 00 degrees 43 minutes 30 seconds West, along said easterly line a distance of 17.00 feet; thence North 89 degrees 16 minutes 30 seconds West a distance of 105.40 feet to the west line of said Lot 1; thence North 00 degrees 09 minutes 45 seconds East, along said west line, a distance of 17.00 feet to the point of beginning and terminating thereat.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Daniel J. Bemboom, PLS
Minnesota License No. 46562

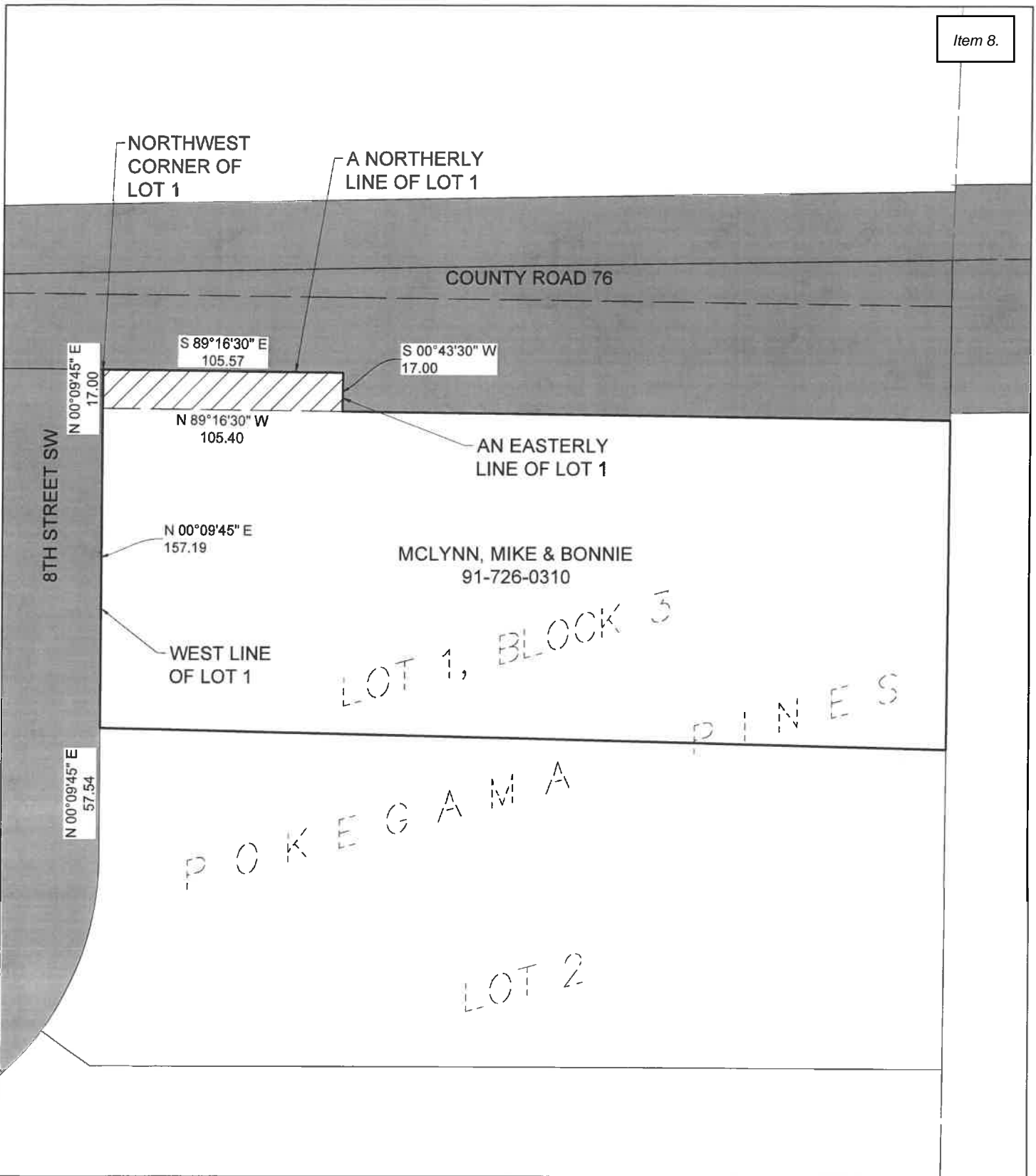
March 11, 2022
Date

City of Grand Rapids
GRANR 163434

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 25th Avenue South, MN 56301-4806




SEH is 100% employee-owned | sehinc.com | 320.229.4300 | 888.572.0617 | 888.908.8166 fax



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PARCEL NUMBER	91-726-0310
OWNER	MCLYNN, MIKE & BONNIE
AREA OF PARCEL	54606 SF
ZONING	SRR
AREA OF PROPOSED PERMANENT EASEMENT	1793 SF

LEGEND

-  EXISTING ROW
-  PERMANENT EASEMENT
-  PROPERTY BOUNDARY



FILE NO.
GRANR 163434

DATE:
3/8/2022

**MCLYNN EASEMENT EXHIBIT
GRAND RAPIDS / COHASSET
INDUSTRIAL PARK**

**EXHIBIT
NO. 1**

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 8 day of March, 2022, **Itasca Economic Development Corporation, a Corporation**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

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

Parcel 05-024-4401
Existing Legal Description

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 55 NORTH, RANGE 26 WEST OF THE 4TH PRINCIPAL MERIDIAN, ITASCA COUNTY, MINNESOTA, LYING EASTERLY OF COUNTY STATE AID HIGHWAY NO. 76 AS NOW ESTABLISHED.

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

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

Parcel 05-024-4401
Itasca Economic Development Corporation, a Corporation.

An easement for infrastructure purposes over, under, across and through the East 30.00 feet of the Southeast Quarter of the Southeast Quarter of Section 24, Township 55 North, Range 26 West, Itasca County, Minnesota, lying north of the northerly and easterly right of way line of County Road No. 76.



Building a Better World
for All of Us™

OWNER: Itasca Economic Development Corp.
PARCEL(s): 05-024-4401

LEGAL LAND DESCRIPTION OF BURDENED PARCEL – DOC. NO. A000640665

That part of the Southeast Quarter of the Southeast Quarter of Section 24, Township 55 North, Range 26 West of the 4th Principal Meridian, Itasca County, Minnesota, lying Easterly of County State Aid Highway No. 76 as now established,

PROPOSED PERMANENT INFRASTRUCTURE EASEMENT

An easement for infrastructure purposes over, under, across and through the East 30.00 feet of the Southeast Quarter of the Southeast Quarter of Section 24, Township 55 North, Range 26 West, Itasca County, Minnesota, lying north of the northerly and easterly right of way line of County Road No. 76.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Daniel J. Bemboom, PLS
Minnesota License No. 46562

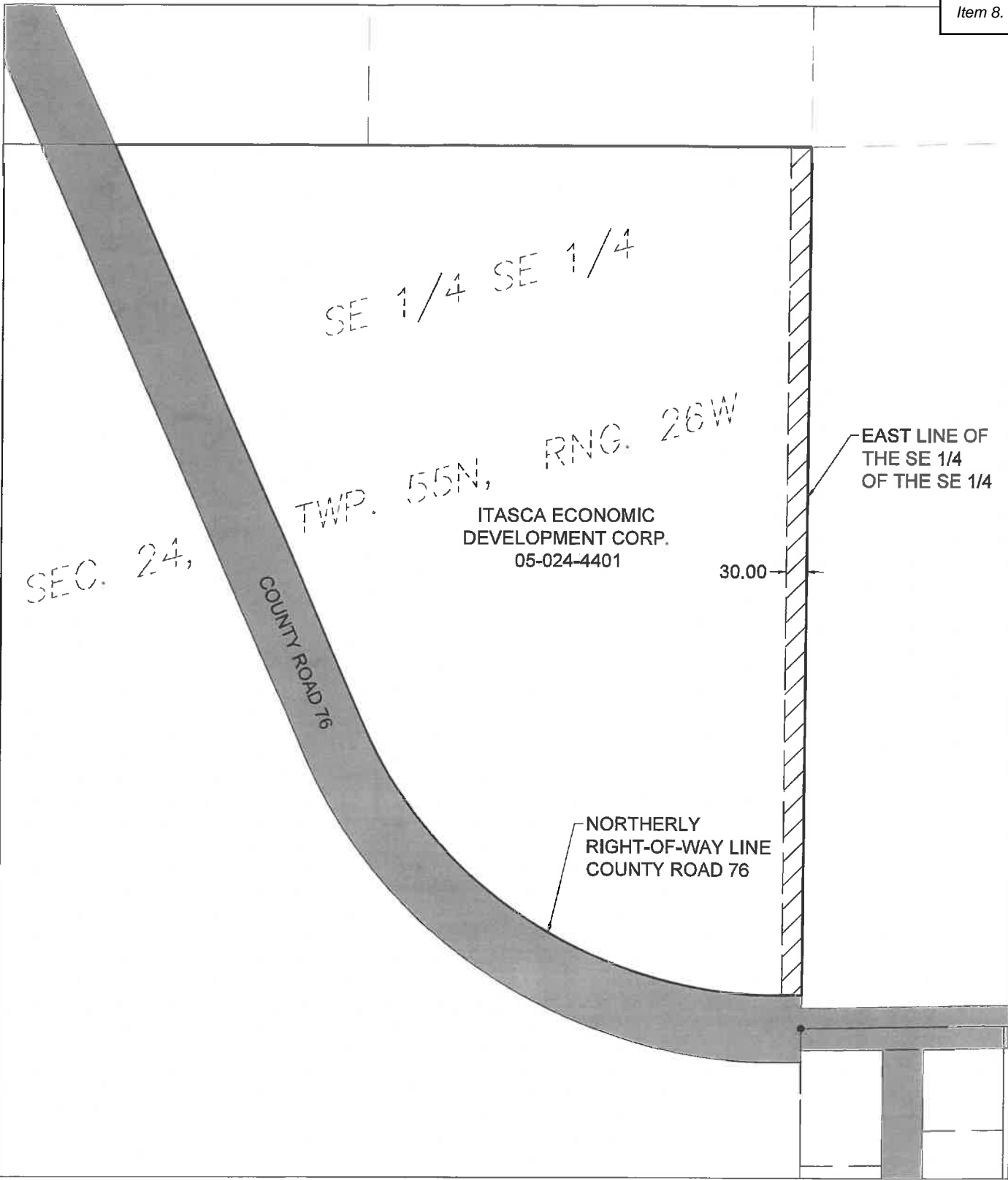
February 24, 2022
Date

City of Grand Rapids
GRANR 163434

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 25th Avenue South, MN 56301-4806

SEH is 100% employee-owned | sehinc.com | 320.229.4300 | 888.572.0617 | 888.908.8166 fax



PARCEL NUMBER	05-024-4401
OWNER	ITASCA ECONOMIC DEVELOPMENT CORP.
AREA OF PARCEL	917894 SF
ZONING	HI
AREA OF PROPOSED PERMANENT EASEMENT	37804 SF

LEGEND

	PERMANENT EASEMENT
	PROPERTY BOUNDARY

SEH

FILE NO.
GRANR 163434

DATE:
3/3/2022

**ITASCA EASEMENT EXHIBIT
GRAND RAPIDS / COHASSET
INDUSTRIAL PARK**

**EXHIBIT
NO. 3**

N

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scale 50

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PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 8 day of March, 2022, **Itasca Economic Development Corporation, a Corporation**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

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

Parcel 05-024-4101
Existing Legal Description

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, IN SECTION 24, TOWNSHIP 55 NORTH, RANGE 26 WEST OF THE 4TH PRINCIPAL MERIDIAN, ITASCA COUNTY, MINNESOTA.

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

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

Parcel 05-024-4101
Itasca Economic Development Corporation, a Corporation.

An easement for infrastructure purposes over, under, across and through that part of the East Half of the Northeast Quarter of the Southeast Quarter, Section 24, Township 55 North, Range 26 West, Itasca County, Minnesota, described as follows:

This instrument was drafted by: Christopher D. Munn, PLS (Lic. 45818, MN), Short Elliott Hendrickson Inc. 21 NE 5th Street, Suite 200, Grand Rapids MN 55744 for the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.



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OWNER: Itasca Economic Development Corp
PARCEL(s): 05-024-4101

LEGAL LAND DESCRIPTION OF BURDENED PARCEL – DOC. NO. A000640665

The East Half of the Southeast Quarter of the Northeast Quarter and the East Half of the Northeast Quarter of the Southeast Quarter, in Section 24, Township 55 North, Range 26 West of the 4th Principal Meridian, Itasca County, Minnesota.

PROPOSED PERMANENT INFRASTRUCTURE EASEMENT

An easement for infrastructure purposes over, under, across and through that part of the East Half of the Northeast Quarter of the Southeast Quarter, Section 24, Township 55 North, Range 26 West, Itasca County, Minnesota, described as follows:

Beginning at the northeast corner of said East Half of the Northeast Quarter of the Southeast Quarter; thence on an assigned bearing of South 89 degrees 55 minutes 35 seconds West a distance of 30.00 feet; thence South 00 degrees 17 minutes 08 seconds East a distance of 67.58 feet; thence South 13 degrees 35 minutes 35 seconds West a distance of 123.36 feet; thence South 23 degrees 38 minutes 00 seconds West a distance of 340.88 feet; thence South 22 degrees 25 minutes 28 seconds East a distance of 295.10 feet; thence South 18 degrees 39 minutes 52 seconds East a distance of 127.15 feet; thence South 11 degrees 03 minutes 57 seconds East a distance of 42.01 feet; thence South 00 degrees 17 minutes 08 seconds West a distance of 375.53 feet to the south line of said East Half of the Northeast Quarter of the Southeast Quarter; thence South 89 degrees 56 minutes 13 seconds East, along said south line, a distance of 30.00 feet to the east line of said East Half of the Northeast Quarter of the Southeast Quarter; thence North 00 degrees 17 minutes 08 seconds East, along last said east line, a distance of 533.31 feet; thence North 89 degrees 43 minutes 16 seconds West a distance of 45.55 feet; thence North 22 degrees 25 minutes 28 seconds East a distance of 229.91 feet; thence North 23 degrees 11 minutes 56 seconds East a distance of 344.98 feet to said east line of the East Half of the Northeast Quarter of the Southeast Quarter; thence North 00 degrees 17 minutes 08 seconds East, along said east line, a distance of 246.72 feet to the point of beginning and terminating thereat.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 25th Avenue South, MN 56301-4806

SEH is 100% employee-owned | sehinc.com | 320.229.4300 | 888.572.0617 | 888.908.8166 fax

CERTIFICATION

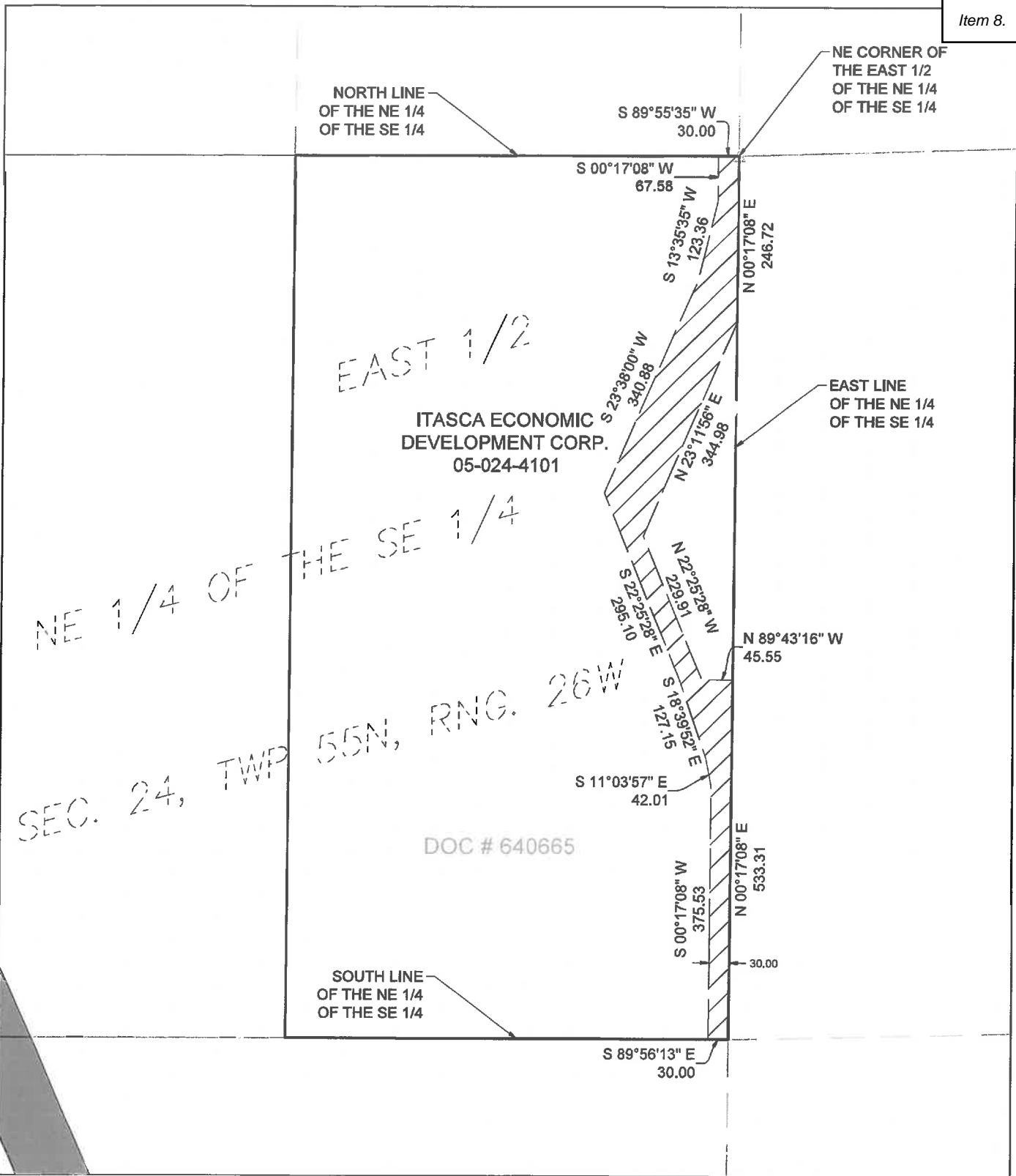
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.



Daniel J. Bemboom, PLS
Minnesota License No. 46562

February 24, 2022
Date

City of Grand Rapids
GRANR 163434



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PARCEL NUMBER	05-024-4101
OWNER	ITASCA ECONOMIC DEVELOPMENT CO.
AREA OF PARCEL	858639 SF
ZONING	RR
AREA OF PROPOSED PERMANENT EASEMENT	63260 SF

LEGEND

	PERMANENT EASEMENT
	PROPERTY BOUNDARY

SEH

FILE NO.
GRANR 163434

DATE:
3/3/2022

**ITASCA EASEMENT EXHIBIT
GRAND RAPIDS / COHASSET
INDUSTRIAL PARK**

**EXHIBIT
NO. 2**

scale 50 100 200

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 8 day of March, 2022, **Itasca Economic Development Corporation, a Corporation**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

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

Parcel 05-024-1401
Existing Legal Description

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, IN SECTION 24, TOWNSHIP 55 NORTH, RANGE 26 WEST OF THE 4TH PRINCIPAL MERIDIAN, ITASCA COUNTY, MINNESOTA.

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

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

Parcel 05-024-1401
Itasca Economic Development Corporation, a Corporation.

An easement for infrastructure purposes over, under, across and through the east 30.00 feet of the East Half of the Southeast Quarter of the Northeast Quarter of Section 24, Township 55 North, Range 26 West, Itasca County, Minnesota, lying south of a line parallel with the north line of said East half and distant 435.61 feet south of the northeast corner of said East Half of the Southeast Quarter of the Northeast Quarter.

Containing 26,230 SF, more or less.

Easement shown on attached EXHIBIT No. 1

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

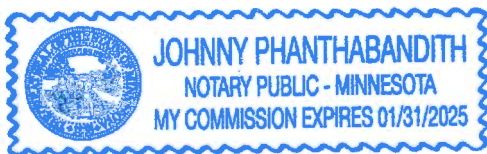
GRANTOR: Itasca Economic Development Corporation, a Corporation.

Tamara Lowney
Tamara Lowney, President

STATE OF MINNESOTA)
) ss:
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 18th day of MARCH, 2022 by **Tamara Lowney, President, Itasca Economic Development Corporation, a Corporation, Grantor.**

(Notary Stamp or Seal)



[Signature]
Signature of Person Taking Acknowledgement

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

This instrument was drafted by: Christopher D. Munn, PLS (Lic. 45818, MN), Short Elliott Hendrickson Inc. 21 NE 5th Street, Suite 200, Grand Rapids MN 55744 for the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.



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OWNER: Itasca Economic Development Corp
PARCEL(s): 05-024-1401

LEGAL LAND DESCRIPTION OF BURDENED PARCEL – DOC. NO. A000640665

The East Half of the Southeast Quarter of the Northeast Quarter and the East Half of the Northeast Quarter of the Southeast Quarter, in Section 24, Township 55 North, Range 26 West of the 4th Principal Meridian, Itasca County, Minnesota.

PROPOSED PERMANENT INFRASTRUCTURE EASEMENT

An easement for infrastructure purposes over, under, across and through the east 30.00 feet of the East Half of the Southeast Quarter of the Northeast Quarter of Section 24, Township 55 North, Range 26 West, Itasca County, Minnesota, lying south of a line parallel with the north line of said East half and distant 435.61 feet south of the northeast corner of said East Half of the Southeast Quarter of the Northeast Quarter.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

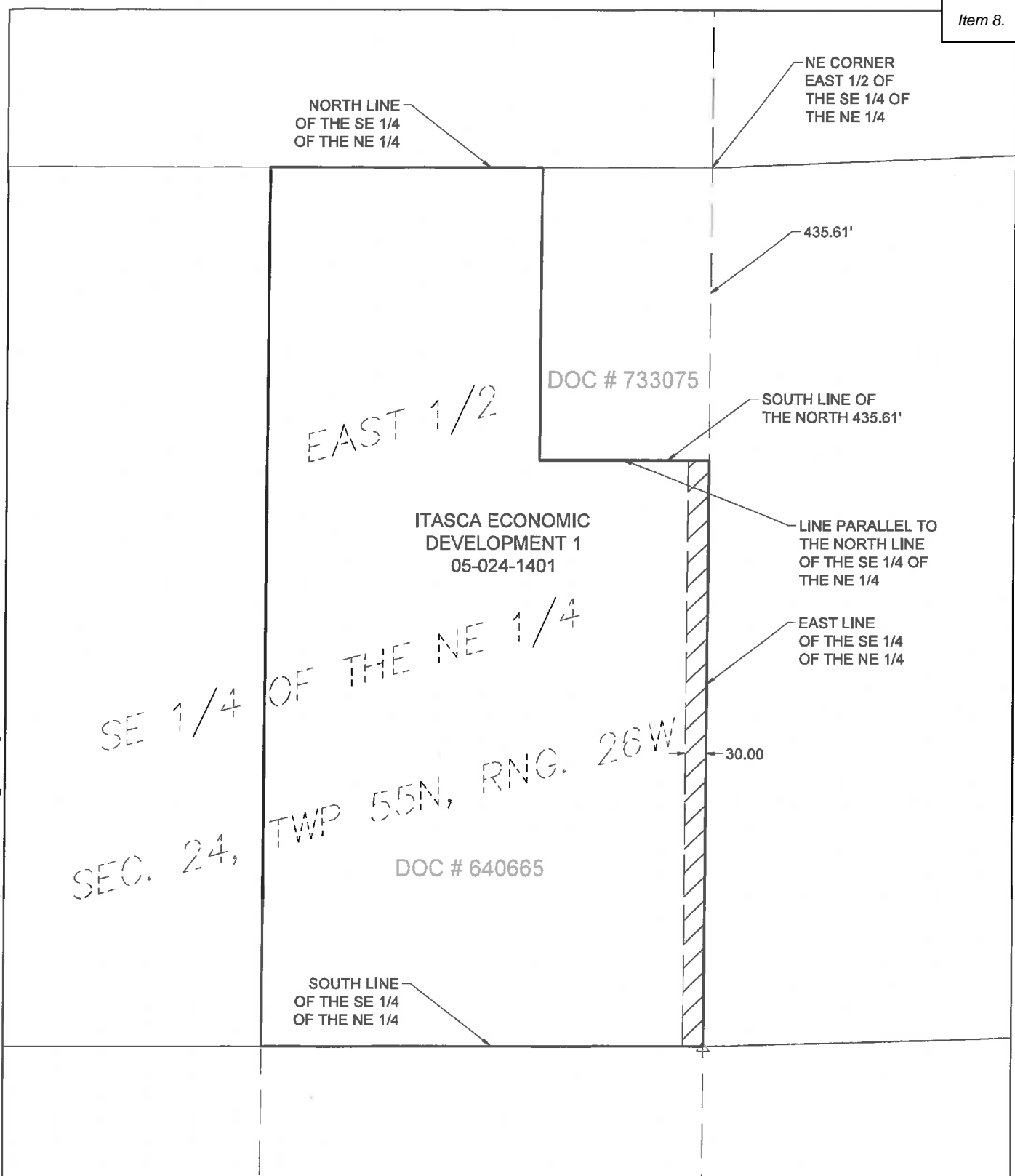
Daniel J. Bemboom, PLS
Minnesota License No. 46562

February 24, 2022
Date

City of Grand Rapids
GRANR 163434

Engineers | Architects | Planners | Scientists



Short Elliott Hendrickson Inc., 1200 25th Avenue South, MN 56301-4806
SEH is 100% employee-owned | sehinc.com | 320.229.4300 | 888.572.0617 | 888.908.8166 fax



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PARCEL NUMBER	05-024-1401
OWNER	ITASCA ECONOMIC DEVELOPMENT CO.
AREA OF PARCEL	750686 SF
ZONING	R-1
AREA OF PROPOSED PERMANENT EASEMENT	26230 SF

LEGEND

	PERMANENT EASEMENT
	PROPERTY BOUNDARY

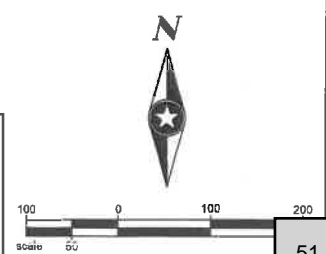
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FILE NO.
GRANR 163434

DATE:
3/3/2022

**ITASCA EASEMENT EXHIBIT
GRAND RAPIDS / COHASSET
INDUSTRIAL PARK**

**EXHIBIT
NO. 1**



Scale: 0 50 100 200



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

ENGINEERING DEPARTMENT

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

OFFER LETTER

March 11, 2022

Christopher K. Jensen
 733 Unser Road
 Grand Rapids, MN 55744

RE: Purchasing Public Service and Infrastructure Easement

Dear Mr. Jensen,

The City of Grand Rapids hereby submits to you an offer of **\$1,872.00**, which is the amount of the minimum easement value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT EXHIBIT" attached hereto, disregarding any change in the before value of the property caused by **Industrial Park Utility Extension** project.

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

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

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

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

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the

proceeds you received from the City. You may need to report some of the proceeds on your tax return. Your tax preparer will know what tax consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Barb Baird, Finance Director, at 218.326.7615

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

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

Sincerely,



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

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



Christopher K. Jensen

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this _____ day of _____, 2022, **Christopher K. Jensen, a single person**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

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

Parcel 91-030-2209
Existing Legal Description

THE SOUTH ONE HUNDRED SEVENTY-TWO FEET (S. 172') OF THE NORTH TWO HUNDRED FIVE FEET (N.205') OF THE WEST ONE HUNDRED TWENTY FEET (W.120') OF LOT ONE (1), SECTION THIRTY (30), TOWNSHIP FIFTY-FIVE (55) NORTH, RANGE TWENTY-FIVE (25) WEST.

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

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

Parcel 91-030-2209
 Christopher K. Jensen, a single person.



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OWNER: Christopher K. Jensen
PARCEL(s): 91-030-2209

LEGAL LAND DESCRIPTION OF BURDENED PARCEL – DOC. NO.

THE SOUTH ONE HUNDRED SEVENTY-TWO FEET (S. 172') OF THE NORTH TWO HUNDRED FIVE FEET (N.205') OF THE WEST ONE HUNDRED TWENTY FEET (W.120') OF LOT ONE (1), SECTION THIRTY (30), TOWNSHIP FIFTY-FIVE (55) NORTH, RANGE TWENTY-FIVE (25) WEST.

PROPOSED PERMANENT INFRASTRUCTURE EASEMENT

An easement for infrastructure purposes over, under, across and through the south 20.00 feet of the north 53.00 feet of the west 120.00 feet of Government Lot 1, Section 30, Township 55 North, Range 25 West, Itasca County, Minnesota.

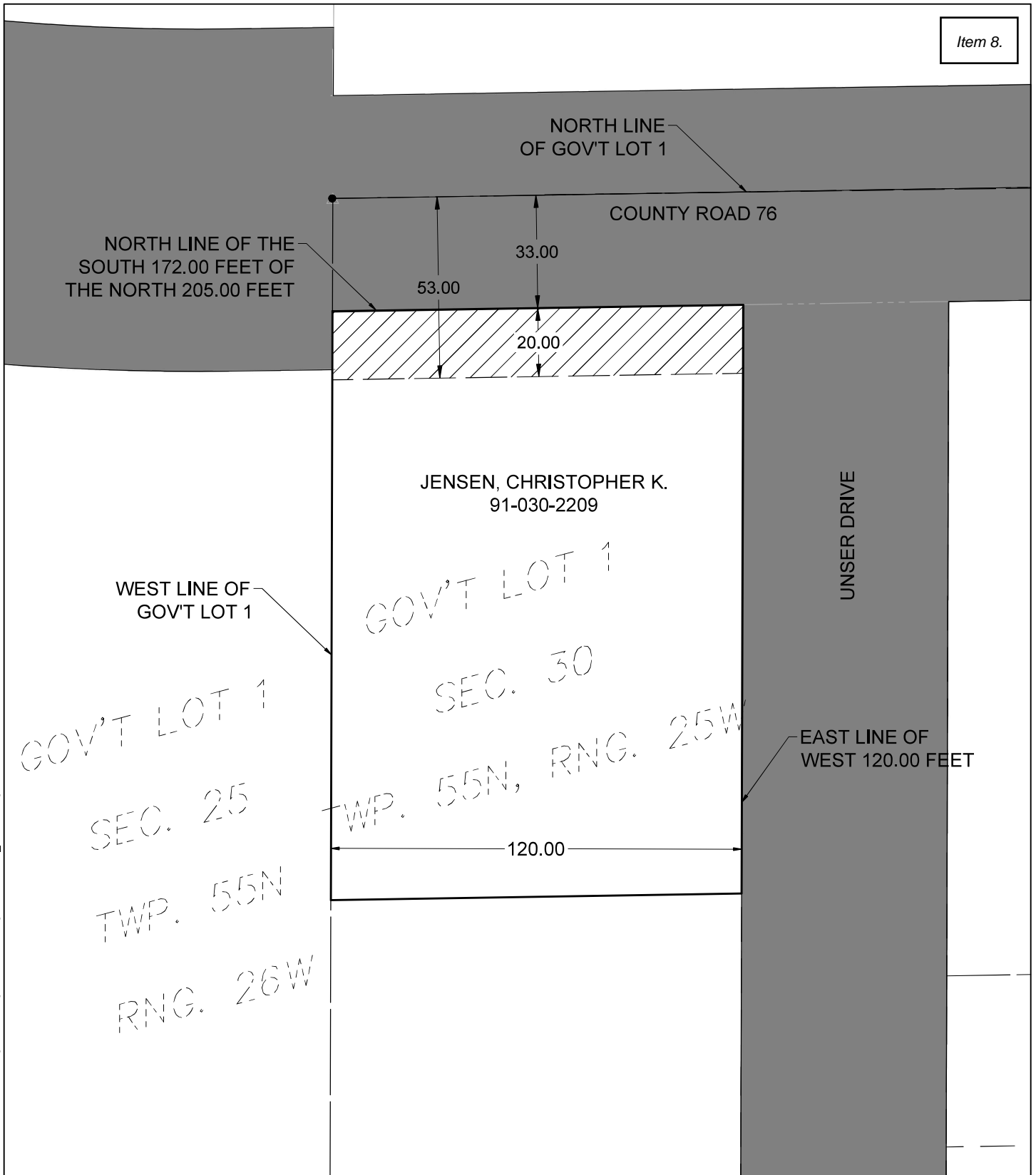
CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Daniel J. Bemboom, PLS
Minnesota License No. 46562

March 11, 2022
Date

City of Grand Rapids
GRANR 163434



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PARCEL NUMBER	91-030-2209
OWNER	JENSEN, CHRISTOPHER K.
AREA OF PARCEL	20644 SF
ZONING	SRR
AREA OF PROPOSED PERMANENT EASEMENT	2400 SF

LEGEND

	EXISTING ROW
	PERMANENT EASEMENT
	PROPERTY BOUNDARY

SEH

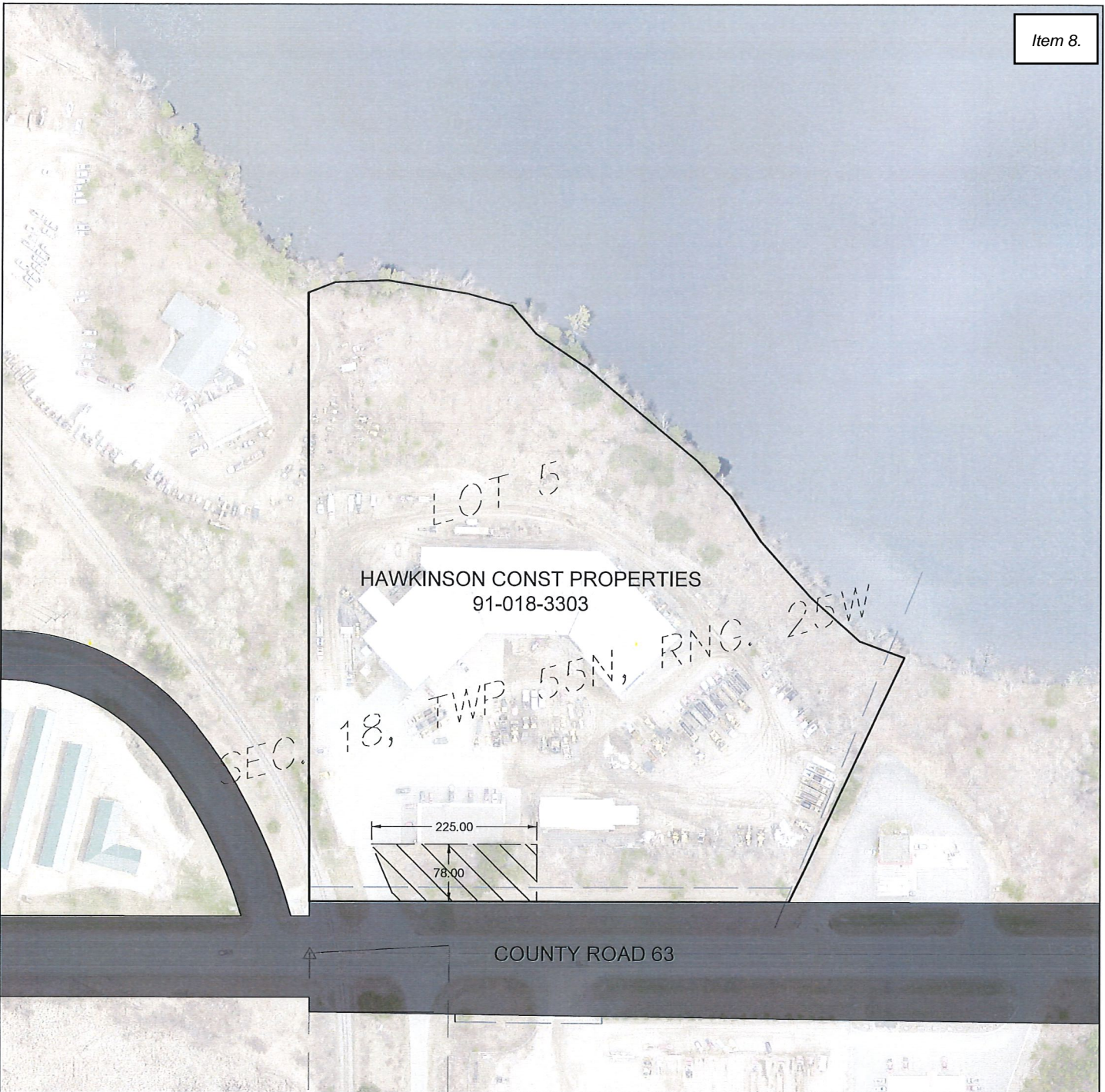
FILE NO.
GRANR 163434

DATE:
3/8/2022

**JENSEN EASEMENT EXHIBIT
GRAND RAPIDS / COHASSET
INDUSTRIAL PARK**

**EXHIBIT
NO. 1**

scale 10 20 57 feet



A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate September 30, 2024 or at the end of the project, whichever is later.

The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated here in.

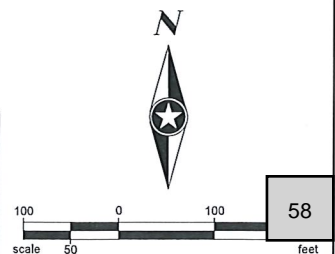
Signature: *[Handwritten Signature]* Date: 3/8/22

PARCEL NUMBER	91-018-3303
OWNER	HAWKINSON CONST PROPERTIES
AREA OF PARCEL	505322 SF
ZONING	RR
AREA OF PROPOSED TEMPORARY EASEMENT	16260 SF

LEGEND

- TEMPORARY EASEMENT
- PROPERTY BOUNDARY

	FILE NO. GRANR 163434	HAWKINSON CONST PROPERTIES GRAND RAPIDS / COHASSET INDUSTRIAL PARK	EXHIBIT NO. 1
	DATE: 3/2/2022		



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

ENGINEERING DEPARTMENT

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

OFFER LETTER

March 11, 2022

Michael L. Kellin
 812 Pokegama Ave South
 Grand Rapids, MN 55744

RE: Purchasing Public Service and Infrastructure Easement

Dear Mr. Kellin,

The City of Grand Rapids hereby submits to you an offer of **\$9,485.58**, which is the amount of the minimum easement value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT EXHIBIT" attached hereto, disregarding any change in the before value of the property caused by **Industrial Park Utility Extension** project.

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

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

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

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

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the

proceeds you received from the City. You may need to report some of the proceeds on your tax return. Your tax preparer will know what tax consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Barb Baird, Finance Director, at 218.326.7615

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

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

Sincerely,



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

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



Michael L. Kellin

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 15th day of March, 2022, **Michael L. Kellin Trustee, a trust**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

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

Parcel 91-726-0130
Existing Legal Description

TOWNSHIP 55N RANGE 25W SECTION 30 - LOT 3 BLK 1 & UNDIV 1/8 INT IN LOT 2 BLK 2

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

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

Parcel 91-726-0130
Michael L. Kellin Trustee, a trust.

An easement for infrastructure purposes over, under, across and through the North 20.00 feet of Lot 3, Block 1, POKEGAMA PINES, according to the plat on file and of record in the office of the county recorder, Itasca County, Minnesota.

Containing 3,960 SF, more or less.

Easement shown on attached EXHIBIT No. 1

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

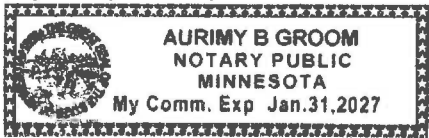
GRANTOR: Michael L. Kellin Trustee, a trust.

Michael L. Kellin
Michael L. Kellin Trustee

STATE OF MINNESOTA)
) ss:
COUNTY OF Iowa

The foregoing instrument was acknowledged before me this 15th day of March, 2022, by **Michael L. Kellin Trustee, a trust**, Grantor.

(Notary Stamp or Seal)



Aurimy B Groom
Signature of Person Taking Acknowledgement

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

This instrument was drafted by: Christopher D. Munn, PLS (Lic. 45818, MN), Short Elliott Hendrickson Inc. 21 NE 5th Street, Suite 200, Grand Rapids MN 55744 for the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.



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OWNER: Michael L. Kellin Trustee
PARCEL(s): 91-726-0130

LEGAL LAND DESCRIPTION OF BURDENED PARCEL – DOC. NO. T000066080

Lot 1, Block 1 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 2, Block 1 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 3, Block 1 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 1, Block 2 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 3, Block 2 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 4, Block 2 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines

PROPOSED PERMANENT INFRASTRUCTURE EASEMENT

An easement for infrastructure purposes over, under, across and through the North 20.00 feet of Lot 3, Block 1, POKEGAMA PINES, according to the plat on file and of record in the office of the county recorder, Itasca County, Minnesota.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Daniel J. Bemboom, PLS
Minnesota License No. 46562

March 11, 2022
Date

City of Grand Rapids
GRANR 163434

NORTH LINE OF LOT 3, BLOCK 1

COUNTY ROAD 76

20.00

KELLIN, MICHAEL L. TRUSTEE
91-726-0130

8TH STREET SW

LOT 2

LOT 3,

BLOCK 1

EAST LINE OF BLOCK 1

POKES
PINES
GAMA

LOT 1


BLOCK 3

LOT 2

8TH STREET SW

LOT 4
BLOCK 2

LEGEND

-  EXISTING ROW
-  PERMANENT EASEMENT
-  PROPERTY BOUNDARY

PARCEL NUMBER	91-726-0130
OWNER	KELLIN, MICHAEL L.
AREA OF PARCEL	54459 SF
ZONING	SRR
AREA OF PROPOSED PERMANENT EASEMENT	3960 SF



FILE NO.
GRANR 163434

DATE:
3/8/2022

**KELLIN EASEMENT EXHIBIT
GRAND RAPIDS / COHASSET
INDUSTRIAL PARK**

EXHIBIT
NO. 1



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PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 15th day of March, 2022, **Michael L. Kellin Trustee, a trust**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

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

Parcel 91-726-0110
Existing Legal Description

TOWNSHIP 55N RANGE 25W SECTION 30 - LOT 1 BLK 1 & UNDIV 1/8 INT IN LOT 2 BLK 2

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

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

Parcel 91-726-0110
 Michael L. Kellin Trustee, a trust.

An easement for infrastructure purposes over, under, across and through the North 20.00 feet of Lot 1, Block 1, POKEGAMA PINES, according to the plat on file and of record in the office of the county recorder, Itasca County, Minnesota.

Containing 4,210 SF, more or less.

Easement shown on attached EXHIBIT No. 1

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

GRANTOR: Michael L. Kellin Trustee, a trust.

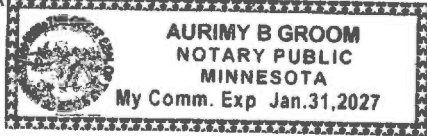


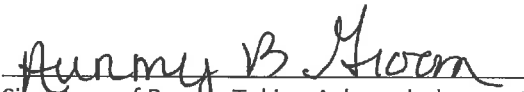
Michael L. Kellin Trustee

STATE OF MINNESOTA)
) ss:
COUNTY OF Itasca)

The foregoing instrument was acknowledged before me this 15th day of March, 20 22 by **Michael L. Kellin Trustee, a trust**, Grantor.

(Notary Stamp or Seal)




Signature of Person Taking Acknowledgement

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

This instrument was drafted by: Christopher D. Munn, PLS (Lic. 45818, MN), Short Elliott Hendrickson Inc. 21 NE 5th Street, Suite 200, Grand Rapids MN 55744 for the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.



Building a Better World
for All of Us[®]

OWNER: Michael L. Kellin Trustee
PARCEL(s): 91-726-0110

LEGAL LAND DESCRIPTION OF BURDENED PARCEL – DOC. NO. T000066080

Lot 1, Block 1 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 2, Block 1 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 3, Block 1 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 1, Block 2 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 3, Block 2 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 4, Block 2 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines

PROPOSED PERMANENT INFRASTRUCTURE EASEMENT

An easement for infrastructure purposes over, under, across and through the North 20.00 feet of Lot 1, Block 1, POKEGAMA PINES, according to the plat on file and of record in the office of the county recorder, Itasca County, Minnesota.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Daniel J. Bemboom, PLS
Minnesota License No. 46562

March 11, 2022
Date

City of Grand Rapids
GRANR 163434

NORTH LINE OF LOT 1, BLOCK 1

COUNTY ROAD 76

20.00

POKEGAMA

PINES

KELLIN, MICHAEL L. TRUSTEE
91-726-0110

LOT 1, BLOCK 1

LOT 2

8TH STREET SW



LOT 1

LOT 2

LOT 3

B L O C K 2

LEGEND

	EXISTING ROW
	PERMANENT EASEMENT
	PROPERTY BOUNDARY

PARCEL NUMBER	91-726-0110
OWNER	KELLIN, MICHAEL L. TRUSTEE
AREA OF PARCEL	54240 SF
ZONING	SRR
AREA OF PROPOSED PERMANENT EASEMENT	4201 SF



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FILE NO.
GRANR 163434
DATE:
3/8/2022

**KELLIN EASEMENT EXHIBIT
GRAND RAPIDS / COHASSET
INDUSTRIAL PARK**

EXHIBIT
NO. 3

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 15th day of March, 2022, **Michael L. Kellin Trustee, a trust**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

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

Parcel 91-726-0120
Existing Legal Description

TOWNSHIP 55N RANGE 25W SECTION 30 - LOT 2 BLK 1 & UNDIV 1/8 INT IN LOT 2 BLK 2

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

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

Parcel 91-726-0120
Michael L. Kellin Trustee, a trust.

An easement for infrastructure purposes over, under, across and through the North 20.00 feet of Lot 2, Block 1, POKEGAMA PINES, according to the plat on file and of record in the office of the county recorder, Itasca County, Minnesota.

Containing 4,000 SF, more or less.

Easement shown on attached EXHIBIT No. 1

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

GRANTOR: Michael L. Kellin Trustee, a trust.

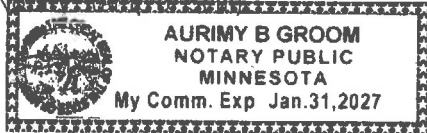
Michael L. Kellin

Michael L. Kellin Trustee

STATE OF MINNESOTA)
) ss:
COUNTY OF Itasca)

The foregoing instrument was acknowledged before me this 15th day of March, 2022 by **Michael L. Kellin Trustee, a trust**, Grantor.

(Notary Stamp or Seal)



Aurim B Groom
Signature of Person Taking Acknowledgement

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

This instrument was drafted by: Christopher D. Munn, PLS (Lic. 45818, MN), Short Elliott Hendrickson Inc. 21 NE 5th Street, Suite 200, Grand Rapids MN 55744 for the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.



Building a Better World
for All of Us[®]

OWNER: Michael L. Kellin Trustee
PARCEL(s): 91-726-0120

LEGAL LAND DESCRIPTION OF BURDENED PARCEL – DOC. NO. T000066080

Lot 1, Block 1 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 2, Block 1 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 3, Block 1 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 1, Block 2 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 3, Block 2 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines
Lot 4, Block 2 Pokegama Pines and an undivided 1/8th interest in Lot 2, Block 2 Pokegama Pines

PROPOSED PERMANENT INFRASTRUCTURE EASEMENT

An easement for infrastructure purposes over, under, across and through the North 20.00 feet of Lot 2, Block 1, POKEGAMA PINES, according to the plat on file and of record in the office of the county recorder, Itasca County, Minnesota.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Daniel J. Bemboom, PLS
Minnesota License No. 46562

March 11, 2022
Date

City of Grand Rapids
GRANR 163434

NORTH LINE OF LOT 2, BLOCK 1

COUNTY ROAD 76

20.00

LOT 1

LOT 2, BLOCK 1

LOT 3

KELLIN, MICHAEL L. TRUSTEE
91-726-0120

POKEGAMA

PINES

8TH STREET SW

LOT 1

LOT 2




LOT 3

LOT 4

B L O C K 2

LEGEND

PARCEL NUMBER	91-726-0120
OWNER	KELLIN, MICHAEL L.
AREA OF PARCEL	54568 SF
ZONING	SRR
AREA OF PROPOSED PERMANENT EASEMENT	4000 SF

	EXISTING ROW
	PERMANENT EASEMENT
	PROPERTY BOUNDARY

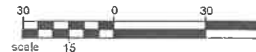


FILE NO.
GRANR 163434

DATE:
3/8/2022

**KELLIN EASEMENT EXHIBIT
GRAND RAPIDS / COHASSET
INDUSTRIAL PARK**

EXHIBIT
NO. 2



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

ENGINEERING DEPARTMENT

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

OFFER LETTER

March 14, 2022

ADJK Properties
 36051 Burr Oak Blvd
 Cohasset, MN 55721

RE: Purchasing Public Service and Infrastructure Easement

Dear Mr. Perrington,

The City of Grand Rapids hereby submits to you an offer of **\$1,898.86**, which is the amount of the minimum easement value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT EXHIBIT" attached hereto, disregarding any change in the before value of the property caused by **Industrial Park Utility Extension** project.

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

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

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

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

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the

proceeds you received from the City. You may need to report some of the proceeds on your tax return. Your tax preparer will know what tax consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Barb Baird, Finance Director, at 218.326.7615

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

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

Sincerely,



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

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



Joel Perrington

SOUTH RIGHT OF WAY LINE COUNTY ROAD 76



ADJK PROPERTIES LLC.
05-025-1116

LOT 1

SEC 25, TWP. 55, RNG. 26

A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate September 30, 2024 or at the end of the project, whichever is later.



The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated here in.


 Signature

3-15-22
 Date

PARCEL NUMBER	05-025-1116
OWNER	ADJK PROPERTIES, LLC.
AREA OF PARCEL	118678 SF
ZONING	SR
AREA OF PROPOSED TEMPORARY EASEMENT	9994 SF

LEGEND

	TEMPORARY EASEMENT
	PROPERTY BOUNDARY



FILE NO.
 GRANR 163434
 DATE:
 3/2/2022

ADJK PROPERTIES LLC
GRAND RAPIDS / COHASSET
INDUSTRIAL PARK

EXHIBIT
 NO. 1

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider approval of revisions to the road use agreement with Enbridge Energy, LLP.

PREPARED BY: Matt Wegwerth

BACKGROUND:

At the July 13th, 2020 regular meeting the City Council approved a road use agreement with Enbridge Energy, LLP. The agreement is not a requirement for the use of public roadways, but does allow the City to recoup costs if the roads are damaged. From time to time the road schedule is revised and roads are added or removed. Enbridge has provided an updated haul road schedule for approval. The additional roads have been highlighted in yellow.

REQUESTED COUNCIL ACTION:

Make a motion to approve revisions to the road use agreement with Enbridge Energy, LLP.

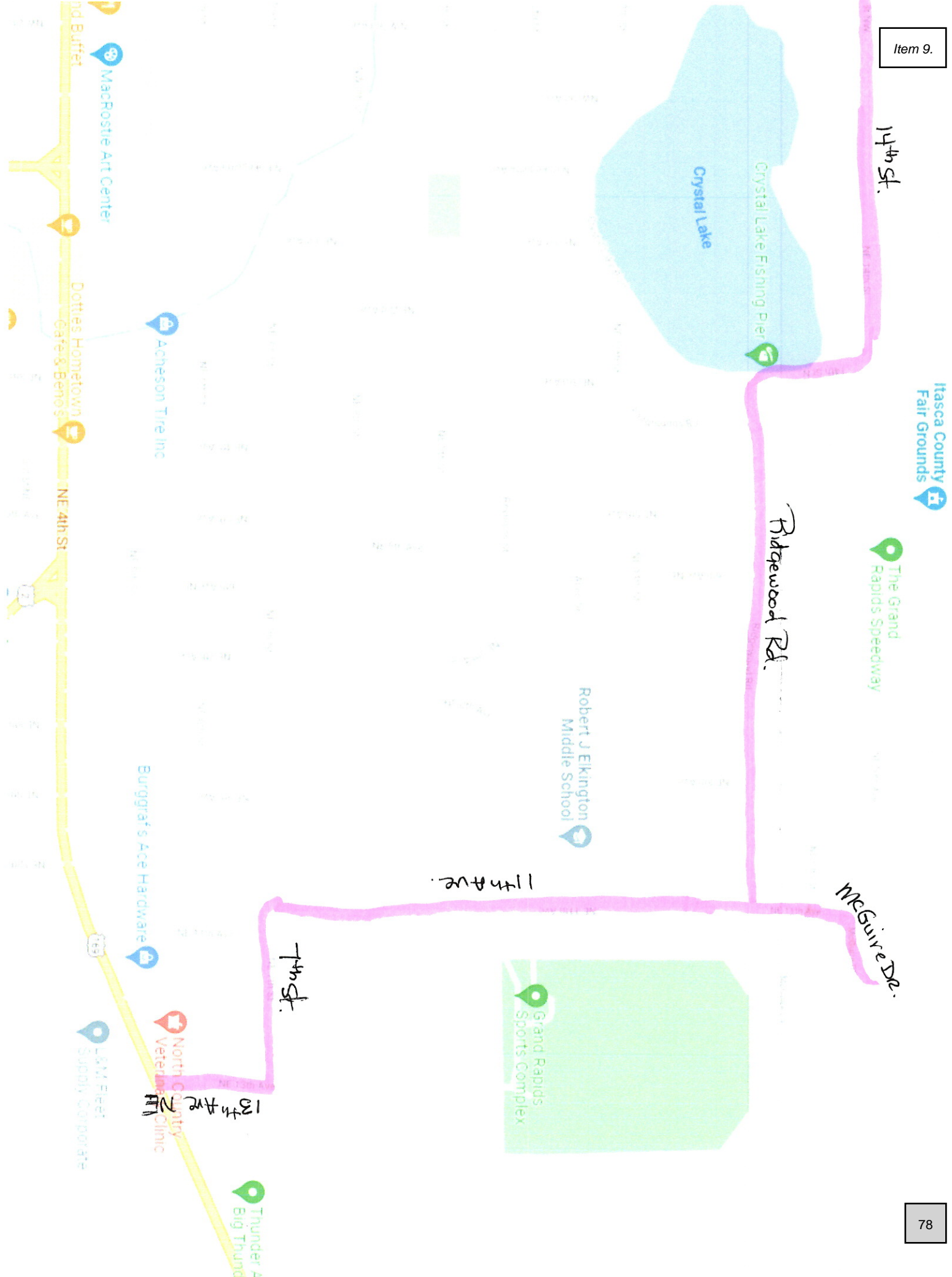
Exhibit A

(Revised)

Grand Rapids, Itasca CO, Haul Roads					
Road	Surface Type	Jurisdiction	Miles	County	Tract #
7th Ave SE	Asphalt	Grand Rapids	0.35	Itasca	HR-MN-IT-002
Range Line Rd	Asphalt	Grand Rapids	1	Itasca	HR-MN-IT-002
20th St. NW	Asphalt	Grand Rapids	0.4	Itasca	HR-MN-IT-002
8th Ave NW	Asphalt	Grand Rapids	0.26	Itasca	HR-MN-IT-002
16th St. NW	Asphalt	Grand Rapids	0.3	Itasca	HR-MN-IT-002
17th St. NW	Gravel	Grand Rapids	0.15	Itasca	HR-MN-IT-002
14th St NW/Crystal Lake Blvd	Asphalt	Grand Rapids	0.54	Itasca	HR-MN-IT-002
12th St. NE/Ridgewood Rd	Asphalt	Grand Rapids	0.61	Itasca	HR-MN-IT-002
11th Ave NE	Asphalt	Grand Rapids	0.5	Itasca	HR-MN-IT-002
McGuire Dr.	Asphalt	Grand Rapids	0.26	Itasca	HR-MN-IT-002
7th St. NE	Asphalt	Grand Rapids	0.18	Itasca	HR-MN-IT-002
13th Ave NE	Asphalt	Grand Rapids	0.1	Itasca	HR-MN-IT-002

Signature: _____

Date: _____



Itasca County Fair Grounds

The Grand Rapids Speedway

Ridgewood Rd.

McGuire Dr.

Robert J Elkington Middle School

Grand Rapids Sports Complex

11th Ave.

7th St.

13th Ave NE

MacRostie Art Center

Acheson Tire Inc

Burggraf's Ace Hardware

North County Veterinary Clinic

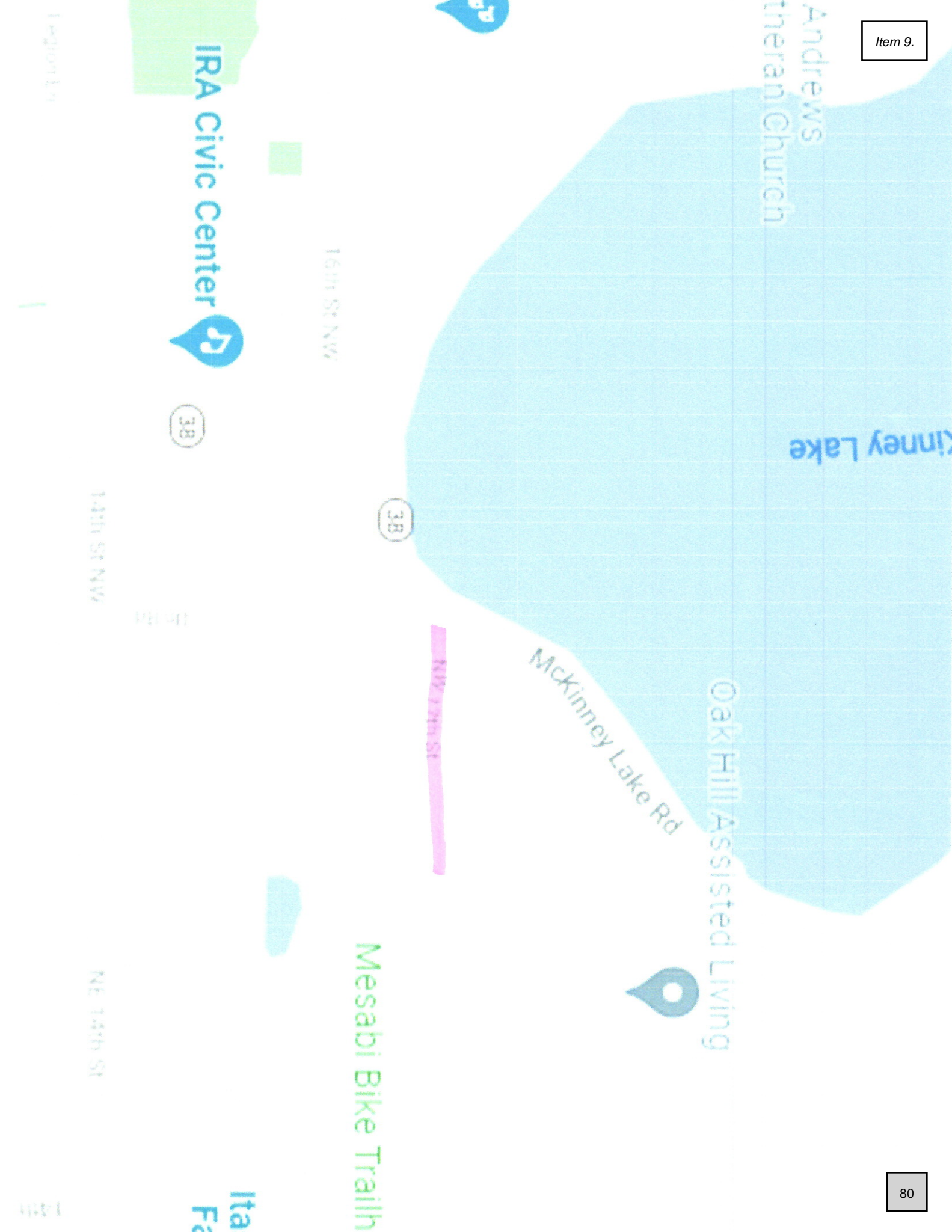
Thunder AI Big Thunder

USM Fleet Supply Corporate

Dotties Hometown Garage/Benos

NE 4th St







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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider approving Club Prophet Golf Agreement

PREPARED BY: Kim Gibeau for Bob Cahill

BACKGROUND:

Upon the recommendation of our IT Department, Pokegama Golf Course is moving to a cloud based system for point of sale and sheet operations. Our current provider is unable to guarantee that our current system will be supported through the current season and beyond.

Golf staff is asking Council to approve the attached yearly service fee agreement. The 2022 fee is \$6,300 and will come out of the Pokegama Golf Course budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve the yearly service fee agreement with Club Prophet Systems and authorize payment of \$6,300 for the 2022 service fee.



Mar 18, 2022

Pokegama Golf Course
3910 Golf Course Road
Grand Rapids, MN 55744
USA

Dear Bob,

Included in this document, you will find the following information:

1. Monthly Software, Hardware, Installation, Setup and Training cost breakdown for you.
2. The monthly service fee agreement, which you will sign and date.
3. The ACH authorization form to complete your billing information.
4. The hardware and web service requirements.

Once we receive your complete signed agreement, we will confirm the receipt of the agreement via email and introduce you to your project manager.

If you have any questions after looking over the information, please contact me.

Sincerely,

Torrey Schultz
National Sales Manager

(800) 793-1872
Extension: **7018**

e: torrey@clubprophetsystems.com

a: Club Prophet
701 Russellton Road
Cheswick, PA 15024

w: www.clubprophet.com

Club Prophet
701 Russellton Road
Cheswick, PA 15024



Item 10.

Prepared by: Torrey Schultz

Date: Mar 18, 2022

<u>Customer Information</u>	<u>Prepared For</u>
Pokegama Golf Course 3910 Golf Course Road Grand Rapids, MN 55744 USA Customer Website	Bob Cahill Director of Golf 218.326.3444 golf@pokegamagolf.com

We really appreciate the opportunity to partner with Pokegama Golf Course. See below for the complete software solution we believe will help your facility take its business to the next level:

Products				
Name	Quantity	List Price	Sales Price	Total Price
Amazon Data Hosting	1	\$1,800.00	\$1,500.00	\$1,500.00
Golf POS, Inventory, Customer Management	1	\$1,800.00	\$1,800.00	\$1,800.00
Tee Sheet and Online Reservations	1	\$2,400.00	\$1,800.00	\$1,800.00
Webstore	1	\$1,200.00	\$600.00	\$600.00
Golf POS Licenses	2	\$300.00	\$240.00	\$480.00
Admin Licenses	1	\$240.00	\$120.00	\$120.00
Remote Setup & Training	1	\$0.00	\$0.00	\$0.00
Support & Software Updates	1	\$0.00	\$0.00	\$0.00
Data Conversion	1	\$0.00	\$0.00	\$0.00
Yearly Software Total:				\$6,300.00

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed. Please note the above pricing does not include any shipping fees, travel expenses or taxes. Where applicable, those items will be billed at cost.

Authorized Signature for Pokegama Golf Course



YEARLY SERVICE FEE AGREEMENT

I, Bob Cahill, acting on behalf of Pokegama Golf Course, herein referred to as Customer, hereby accept this proposal provided to me by Club Prophet, Inc., and herein referred to as Company.

The following sections are in place to outline the key items that will help, both Customer and Company, ensure a smooth implementation.

TERMS OF SALE

1. In order for Company to reserve installation and training dates, the undersigned agrees to execute and return this Acceptance of Proposal along with payment/deposit for the hardware and first month service agreement in the amount of \$ 0 .
2. **Yearly payments of \$ 6300 will then be due starting the second month of Customer's usage and will be auto-drafted from Customer's checking account.
3. The yearly payments will remain constant for two years as long as Customer continues to use Company's POS software solution.
 - a. Any additional software modules will have an additional yearly service fee.
 - b. Software customizations will be considered on a case by case basis and will be an additional fee.
 - c. ****After two years, Company reserves the right to raise the monthly software fee. That increase will be limited to 2% each year.**
4. Yearly Service Fee includes:
 - a. The right to install and use the number of SAAS licenses for the Company Modules licensed.
 - b. Unlimited technical support on business days from 8:00am to 7:00pm eastern time.
 - c. Emergency support when the support office is closed with typical response within 15 minutes.
 - d. Customer retains ownership of the data collected with Company's products.
5. Either party may terminate this agreement with 30 days written notice without cause.

Initial

CUSTOMER RESPONSIBILITIES

1. Customer agrees to assign a Project Manager responsible for the coordination of the installation, compiling of data, and training under this agreement.
2. Customer has reviewed Company's Hardware Minimum Requirements (Exhibit B) and acknowledges that all PCs and peripheral hardware meet Company's Hardware Minimum Requirements.
3. Customer acknowledges that Club Prophet offers specific PCI-DSS Compliant and PA-DSS Validated credit card integrations. Options are limited, vary by country and these validations may dictate hardware requirements and compatible processing platforms. Additional integration fees may apply.
4. Customer will be responsible for hiring a qualified network company to install, set up, and cable the necessary networking components of computers. This work is to include cabling, network configuration, hubs/switches, computer installation, monitor and printer set up, and all other standard "off the shelf" peripherals.
5. Company will not support our software on generic, home-built PCs or on networks that do not meet the specifications listed in Exhibit B.



YEARLY SERVICE FEE AGREEMENT

6. If Customer is not purchasing computers from Company, Customer must purchase only industry-standard, brand-name PCs that meet the specifications listed in Exhibit B. Under no circumstances will Company be responsible for any network problems or reimburse Customer for any fees incurred by or from outside software/hardware vendors, or Internet Service Providers.
All hardware warranty issues that arise from the purchase of any hardware from Company will fall under the manufacturer's original warranty.

Initial

TRAINING

1. Initial training includes specified days (8/hr day) of onsite training per the Training, Installation and Setup section in the quote above. Note: Any training over the allotted hours stated in the agreement may result in a \$50/per hour fee.
2. Additional on-site and/or remote training can be scheduled through Company's sales office and is available at a daily rate of \$800 plus expenses for on-site training or \$100 per hour for remote training.
3. All pass-through expenses for travel, shipping, tax, etc., (See Exhibit A) that are associated with the cost of training and installation, will be billed upon the completion of said training and installation and will be due within ten (10) days of the invoice date.
4. Standard Training is included. However Premium Training / Travel Applies as follows:
 - a. IF the training dates require the trainer to **Travel** on a weekend or holiday, (i.e., must travel Sunday to start training Monday morning) then there is \$125.00/day charge for weekend travel.
 - b. IF **Training** is required on a weekend or holiday (i.e., Saturday training), there is a \$250.00/day charge for weekend training.

Initial

CONFIDENTIAL INFORMATION

The Customer acknowledges that Company may use products, materials, or methodologies proprietary to Company. The Customer agrees that Company's provision of services under this Agreement shall not be grounds for the Customer to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto.

Company, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Customer ("Customer Information") as confidential and shall not disclose any such information to a third party without the prior written approval of the Customer.



YEARLY SERVICE FEE AGREEMENT

WARRANTIES AND REMEDIES

COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE IS AND REMAINS WITH CUSTOMER. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE THE AMOUNT OF THE CUSTOMER'S CURRENT MONTH SERVICE FEE. EXCEPT AS STATED IN THE PRECEDING SENTENCE, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, GENERAL, COMPENSATORY, CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR ANY OTHER LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CERTAIN CASES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

ACCEPTANCE OF PROPOSAL

By initialing above and signing below, I imply my understanding and acceptance of each point set forth by Company.

Customer Signature

Date:

Print name

CLUB PROPHET

ACH AUTHORIZATION AGREEMENT – US

CUSTOMER NAME :

Pokegama Golf Course

TELEPHONE # :

BANK NAME :

BANK ADDRESS :

BANK ROUTING # :

BANK ACCOUNT # :

I/We authorize **Pro-Shopkeeper Computer Software Company DBA Club Prophet Systems** to begin deductions for monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my Club Prophet Systems account. Regular monthly payments for the full amount of services will be debited to my account on the 10th day of each month. Club Prophet Systems will provide 7 days' notice for the amount of each debit. This authority remains in effect until Club Prophet Systems has received written notification from me of change or termination.

ONE-TIME DEPOSIT \$

0

MONTHLY SERVICE FEE \$

6300

SIGNATURE OF ACCOUNT HOLDER :

PRINT NAME :

DATE :

EMAIL (for monthly billing statements) :

PLEASE RETURN FORM TO:

Club Prophet Systems
kate@clubprophetsystems.com
Fax: 724.274.0387
Questions: 1.800.793.1872 x7006

Club Prophet

Pass Through Expenses

(Exhibit A)

With each installation, Club Prophet incurs certain pass-through expenses. All pass-through expenses are billed to the customer at cost.

Pass through expenses include but are not limited to:

- AIRFARE
 - Coach Class
 - Reasonable Travel Time-of-Day
 - Twenty-One (21) Day Advance Purchase Rates When Available
 - Airport Parking or Taxi/Uber fees.

- GROUND TRANSPORTATION
 - Mid-Size Automobile Rates
 - Parking and Tolls
 - Gasoline
 - Cab Fares (If Applicable)

- HOTEL LODGING
 - Reasonable Full Service Hotels (or comparable housing provided by club)

- FOOD / TELEPHONE / MISCELLANEOUS

- ALL SHIPPING EXPENSES
 - Equipment/Hardware
 - Software
 - Overnight Shipping

- TRAINER COMPENSATION
 - Premium Training/Travel Rates**

** Regular Training is included. However Premium Training / Travel Applies as follows:

- IF the training dates require the trainer to **Travel** on a weekend or holiday, (i.e., must travel Sunday to start training Monday morning) then there is \$125.00/day charge for weekend travel.
- IF **Training** is required on a weekend or holiday (i.e., Saturday training), there is a \$250.00/day charge for weekend training.

Data Server that has 6 or more POS Stations connected:

Minimum Specification	Recommended Specification
Intel Xeon Quad Core 2012+ Microsoft Windows Server 2012+ (64-bit) 8+ GB of Installed Memory Available HD space, 40Gb+ MSSQL 2012+ R2 Standard Edition, Workgroup or Enterprise Offsite data backup Antivirus software	Intel Xeon Quad Core 2018+ Microsoft Windows Server 2019 (64-bit) 32+ GB of Installed Memory Available HD space, 40Gb+ MSSQL 2019 Standard Edition, Workgroup or Enterprise Mirrored Raid Configuration and offsite data backup Antivirus software

POS Stations

Minimum Specification	Recommended Specification
Intel Core i5 2012+ Microsoft Windows 10 Pro (64-bit) 8+ GB of Installed Memory Available HD space 10Gb+ Wired Network Connectivity Antivirus software	Intel Core i7 2018+ Microsoft Windows 10 Pro (64-bit) 16+ GB of Installed Memory Solid State HD, 256Gb+ with 10Gb+ available HD space Wired Network Connectivity Antivirus software

Peripheral Hardware:

- Thermal Receipt Printers supported: Citizen CTS2000 (USB Only), Epson TM-T88IV or newer (USB only)
- Impact Printers supported (for remote kitchen printing): Epson TM-U200 series (Ethernet only)
- Cash Drawers Supported: APG-320 Cash Drawer, MMF Cash Drawer
- Epson Intelligent Printers for iPad Printing: TM-T88VI
- Barcode Scanners Supported: Symbol, PSC, Metrologic, Socket Mobile S700 Bluetooth
- Barcode Printer Supported: Zebra ZD410
- Windows Bluetooth Printer: Citizen CMP-30LBTU
- Touch Screen Monitors supported: minimum LCD size 15"
- Pole Displays: Logic Controls PD3000 (USB)
- Credit Card Devices (Devices are processor specific. Please talk to a Sales Representative prior to purchasing) : Ingenico iSC250, Ingenico iPP320, PAX S300,, Lane 3000, Lane 5000, Desk 3500, Move 5000, DewjavooZ11, USB non encrypted Magtek keyboard emulation
- Card printer: Zebra ZXP Series 3 or Fargo DTC410
- CPSair/CPSgo: iPad running iOS 12 or newer with Infinea Tab M Sled (cellular data usage < 500MB a month) (USB-C port iPads are NOT supported for credit card swipe hardware at this time)
- CPStv: Apple TV 4th gen or newer
- iOS Bluetooth Printer: Epson TM-P20
- iCPS Stock App: iPod Touch 5th Gen or newer on iOS 9 or newer with Linea Pro 5 Sled with 2D scanner

Web Server notes:

- Windows 10 Pro has a 20 connection limit, CPS recommends Server OS if hosting multiple web products (ORES, OBILL, API, 3Party, Etc.) <https://bit.ly/2XKSIPw>
- Available HD space 10GB+

Offsite data notes:

- Internet speeds directly affect system performance when the central database is hosted offsite or AWS
- The total number of computers sharing an internet connection directly affects the availability of bandwidth
- Using various online speed tests (<https://speedof.me>) CP recommends 5mb up/down availability for normal use (2-3 POS) with more bandwidth available for additional terminals and modules (ORES, API, 3Party, etc.)



Web Interface Services Requirements

If you are using an external web service application, Web Store, Online Reservations, Remote License or any service that requires Web Services, the following requirements need to be met prior to our installation/setup.

****You will need an IT Professional to set up these requirements.****

1. A **public and static** IP address. Your internet service provider can tell you if you have a static or dynamic IP address. If it's dynamic, you will need to ask your internet service provider to set you up with a **static** IP address.
2. Port 80 (or other port) needs to be open and forwarded to your web server. Depending on the brand of router that you have, it may be called NAT Translation. **Please provide a screen shot of www.canyouseeme.org website showing the successful open port connection test on the web server.** This screen shot will show the public static IP address and show the opened port you are using.
3. For PCI Compliance, you need to have a web server that is separate from your data server. You will need to use a different computer than your server to control traffic from the web. This machine can be one of your client machines that you are already using with our software.
4. Send this information along with your IT Professional's contact information to Lee Hanyo, Project Manager: lee@clubprophetsystems.com
5. If you have any questions regarding the information listed above, please contact Lee Hanyo, Project Manager at 800.793.1872 (Option 1) or email lee@clubprophetsystems.com



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider approving a Certification Agreement with the National Park Service for the City-owned portions of the North Country Trail.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

Certification is an important procedure providing a common way to track segments of the trail that are completed, designed and constructed to federal standards and are reasonably expected to remain for the long term in the condition documented on the date of certification. In exchange, the North Country Trail emblem is approved for posting at selected locations along its route, the trail segment is recognized as an official segment of the North Country Trail and federal trail support (within the confines of legally approved action) will receive high priority.

Certification does not convey to the federal government any property rights or management authority over the lands on which the trail lies. Certification is a completely voluntary action on the part of all who sign the Certification Agreement.

REQUESTED COUNCIL ACTION:

Make a motion to approve a Certification Agreement with the National Park Service for the City-owned portions of the North Country Trail.

CERTIFICATION INSTRUCTIONS

Certification is an important procedure providing a common way to track segments of the trail that are completed, designed and constructed to federal standards and are reasonably expected to remain for the long term in the condition documented on the date of certification. In exchange, the North Country Trail emblem is approved for posting at selected locations along its route, the trail segment is recognized as an official segment of the North Country Trail and federal trail support (within the confines of legally approved action) will receive high priority.

Certification does not convey to the federal government any property rights or management authority over the lands on which the trail lies. Certification is a completely voluntary action on the part of all who sign the Certification Agreement.

Preparation and completion of the Certification Agreement form is a **collaborative effort** on the part of the maintaining organization, the easement, lease or permit holder, and the property owner. **Therefore, it is important to establish communication early with an NPS Trail Planner to ensure that any issues are addressed and resolved before submitting a Request for Certification. The Trail Planner will assist with filling out the Agreement Form. Submitting a Request without prior communication or collaboration with NPS staff may result in a denial of request or an undesirable delay.**

CERTIFICATION CRITERIA

Certified Trail must comply with the Law and the CMP. Segments proposed for certification:

- MUST be non-motorized and be open to travel on foot its entire length.
- MAY include other non-motorized uses (including bicycling, horseback riding, cross-country skiing, snowshoeing, and jogging) per the desires of the Managing Authority.

Other criteria will be applied to requests for certification. Ideally, the trail segment:

- follows the route in the CMP or any subsequent approved planning documents, such as Regional Plans or Optimum Location Reviews (OLRs).
- maximizes physical or visual connections to the scenic, natural, historic and cultural qualities an area has to offer.
- is designed to support the approved uses, complies with the Trail Handbook and is environmentally sustainable.
- is fully constructed.
- is secured for the long term – ideally, in perpetuity.
- is at least one mile long unless connecting previously certified sections.
- has no restrictions to trail use (i.e. seasonal closures, etc).

Of course no trail segment will satisfactorily comply with all of the “Other Criteria” noted above. It will be the responsibility of the NPS staff to thoughtfully consider the collective degree of fulfillment to the “Other Criteria” in order to determine that the segment is the best that can be reasonably achieved for that particular location over the long term. For example, a segment of trail may be 95% constructed, 100% secured via easement and have hunting closures.

Collectively, the criteria may be the best that can be reasonably achieved in the long term for that area and would be certified. Each request is different and prior certification decisions, no matter

how similar, should not influence any other certification decision.

DELIVERY:

Once the Applicant and NPS Trail Manager are in agreement that all information is gathered and all signatures are obtained, applications for Certification of Completed Segments should be sent to:

Luke Jordan
North Country National Scenic Trail
National Park Service
PO Box 288
Lowell Michigan 49331
Or via email: luke_jordan@nps.gov

Questions about preparing and submitting this application should be directed to an NCT NPS Trail Planner at 616-319-7906.

Applications will be evaluated according to the responses given. In most cases, if the NPS North Country Trail Planner is not personally familiar with the segment, an application will not be approved until there has been an opportunity to inspect the segment.

The North Country National Scenic Trail Comprehensive Management Plan and other planning and management documents referenced here can be found at:
<http://www.nps.gov/noco/parkmgmt/planning.htm>

UPON CERTIFICATION:

If approved, NPS will notify NCTA of certification and copy the applicant to verify communication.

If not approved, NPS will prepare a response explaining its decision to the applicant and copy NCTA.

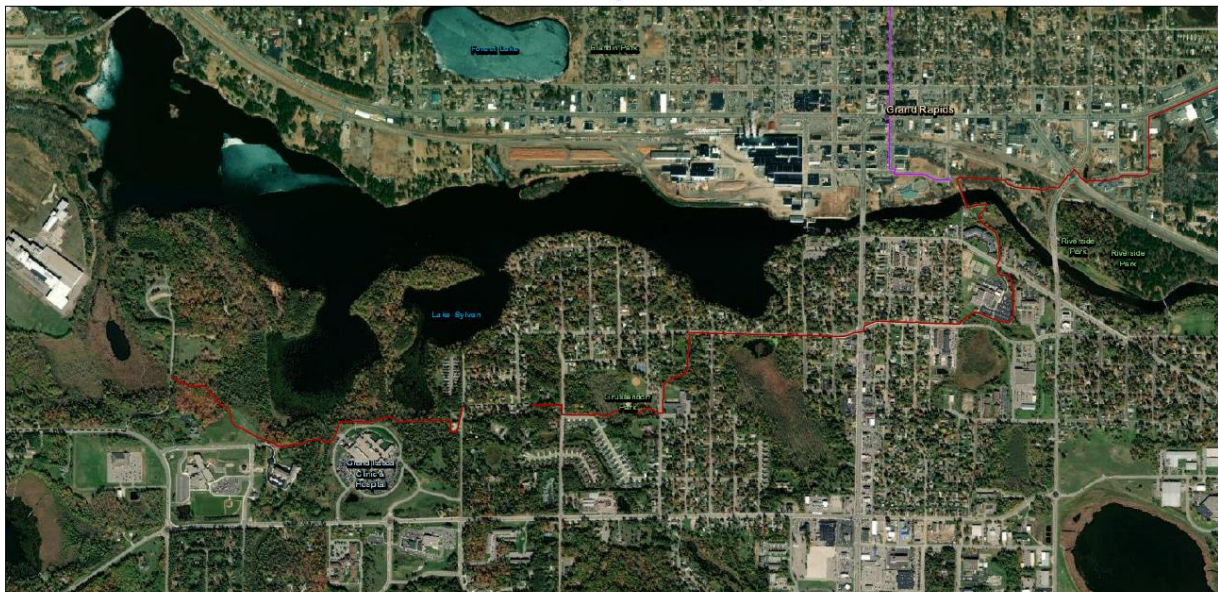
CERTIFICATION AGREEMENT
Between
National Park Service,
Landowner(s) or Land Management Agency(s)
and
Trail Maintainers
regarding

NORTH COUNTRY NATIONAL SCENIC TRAIL SEGMENT

Locally known name of Segment, Township(s), County(s), State(s), (Beginning and End Points of segment -GPS coordinates OR intersections with roads, destinations, etc)

From the Forest History Center driveway to the NE corner of the Grand Rapids Sports Complex.
See map below.

NCT Route through Grand Rapids



1/27/2022, 1:40:43 PM
— Potential Routes
— master - North Country Trail (Master)
— NCT
- - - - - NCT (on-road)

1:18,056
0 0.15 0.3 0.6 mi
0 0.23 0.45 0.9 km
Est., HERE, Garmin, iPC, Maxar

NCT Alternate Route through Grand Rapids



PURPOSE

The purpose of this agreement is for the signing parties to recognize that the trail and trailway described in this document are designated by mutual agreement as a certified segment of the North Country National Scenic Trail and will be managed and maintained cooperatively pursuant to the powers and authorities contained in the National Trails System Act of October 2, 1968, as amended [16USC 1241 et seq] (the Act), the Comprehensive Plan for Management and Use (CMP), and the North Country National Scenic Trail Handbook for Trail Design, Construction and Maintenance (Handbook). Upon certification the trail segment is designated as an official segment of the North Country Trail and may be posted with the North Country National Scenic Trail emblem.

TRAILWAY / TRAIL SEGMENT DESCRIPTION

Length of trail. Description of trail setting and key destinations within the trail segment and trailway.

This segment is approximately X miles in length and includes the Trails within the Forest History Center, Grand Rapids Economic Development Authority, and Grand Itasca Clinic properties; urban trail/sidewalk system within Grand Rapids; and grassy off-road trail within the Grand Rapids Sports Complex.

The setting includes a paved multi-use trail through undeveloped lands, urban sidewalks/trails through a mix of “suburban” and urban areas, and the perimeter of a municipal athletic field complex.

Key destinations along the trail segment include:

- 1) Forest History Center
- 2) Itasca County Family YMCA
- 3) Mississippi River & new pedestrian bridge
- 4) Downtown Grand Rapids
- 5)

Trail design / cross-section (Natural footpath? Paved? General dimensions. If design varies, please explain).

The trail segment consists of a mix of paved trail, sidewalk, and mowed grass tread.

Approved use(s) of the trail. Explain how uses were determined

This segment is open to multiple, non-motorized uses.

Does this trail segment follow the route identified in the CMP or subsequent plans or Optimum Location Review (OLR)? If not, explain

This segment lies outside of the CMP route but within the corridor identified in the 2004 Northeastern Minnesota Route Assessment and Environmental Assessment. An informal OLR was completed by the NCTA working with the trail partners over the last 10 years.

If applicable, has the public land managing authority designated a corridor for the trail to protect the scenic quality and other values of the trail? Explain.

No, this segment lies within lands managed for a variety of multiple uses.

Are there any other agreements, relationships or plans that could have an impact upon the planning, design, construction or maintenance of the trail segment?

None

Other:

n/a

BEYOND THE TRAILWAY

Does this segment connect to other certified segments of the North Country Trail? If so, please briefly describe these other segments- approved uses, design, etc.

This segment will eventually connect with an off-road segment located in Cohasset in between CR-63/76 intersection and Tioga Beach. That connects with a segment currently in development between Tioga Beach Park in Cohasset and the Hwy 6 wayside northeast of Remer. There is another segment connected to this project that is located to the northeast of the Sports Complex that will be certified at a later date.

What land uses or activities exist along both sides of the trail or trailway? (Agriculture, housing development, forestry, etc)

This segment passes through a diverse landscape managed for transportation, historic interpretation, residential housing, commercial activities, athletic events, public recreation, and schools.

Does the managing authority identify other uses that will impact the trail or trailway? (Timber and vegetation management, communication corridors, energy extraction, other recreation uses in the area, etc.)?

These lands will have other uses that will impact the NCT in the future, including transportation projects and urban land uses.

LOCAL AND/OR REGIONAL TRAIL OR OUTDOOR RECREATION PLANS

Are there any approved public trail management plans, local jurisdiction outdoor recreation plans, or similar documents for the area? If so, explain how the trail segment is in harmony with the plan(s).

The NCT is mentioned in Itasca County's 2012-22 Recreation Resources Plan and the Itasca County Trails Task Force's work plan.

Have public land managers or local jurisdictions, as applicable, been kept informed of the progress of trail development?

Yes, the other land managers (e.g. Forest History Center and Itasca County) have been kept up-to-date about trail development.

Legal Trail Access mechanism (Identify and explain only those that apply and attach documentation):

Fee simple (note owner name)

Access easement (identify parties and lifetime of easement)
Access Agreement (identify parties and lifetime of agreement)
Lease (identify parties and lifetime of lease)
Permit (Identify parties and lifetime of permit)
Simple letter/handshake (identify parties and rationale)

There are no formal agreements in place for this segment.

MANAGEMENT POLICIES

Are there any restrictions (such as seasonal or other closures) and/or fees impacting access?

None that we are aware of

FUTURE TRAIL MAINTENANCE

Are the signers of this document in agreement regarding trail repair, maintenance and management of the segment? Identify responsibilities, limitations, etc.

Yes, the City of Grand Rapids and ARW Chapter agree on maintenance and management of this segment. The City will maintain the trail and the ARW Chapter will maintain the NCT's urban signage.

Are there any future plans for the trail not included elsewhere in this Agreement?

No

ATTACHMENTS

Please provide sufficient maps and photos to describe the existing conditions and the proposed trail. The NPS Trail Manager can help with developing the Attachment package.

See photo and map page.



Looking North from the intersection of NE 1st Ave. and Crystal Lake Blvd.

Looking SW from the NE corner of the Sports Complex, the new Mississippi River bridge



Trail between the Grand Itasca Clinic and Forest History Center; the trail near Pine Ridge Drive



LANDOWNER or LAND MANAGING AGENCY AFFIRMATION

If the segment crosses multiple property ownerships, please duplicate this Affirmation section and attach with all necessary signatures.

I hereby acknowledge that I am/we are the Landowner(s) or Land Managing Agency(s) of the property through which the North Country Trail passes. If I am a private landowner, I have willingly allowed trail access via formal documentation (permanent easement, access agreement, etc). If I am a public land manager, I acknowledge access approval for North Country Trail. I approve of this application for Certification, and I authorize the NCTA to prepare and submit this application.

Signed _____ Date _____

Title: Dale Christy, Mayor

Agency, if applicable: **City of Grand Rapids**

Address: IRA Civic Center, 1401 NW 3rd Avenue, Grand Rapids, MN 55744

Phone: 218-326-2500

Email: danderson@ci.grand-rapids.mn.us

EASEMENT-, LEASE-, or PERMIT-HOLDER AFFIRMATION If the segment includes multiple easement-, lease-, or permit-holders, please duplicate this Affirmation section and attach with all necessary signatures.

I hereby acknowledge that I am/we are the easement-, lease-, or permit-holder authorizing access of the trail segment across land owned or managed by others. I authorize _____ to prepare and submit this application.

Signed _____ Date _____

Title _____

Agency, if applicable _____

Address _____

Phone _____

Email _____

TRAIL MAINTAINER AFFIRMATION (by the NCTA chapter, affiliate or other organization responsible for trail design, construction and/or maintenance, etc. In some cases, easement/lease or permit holder may be the same as the trail maintainer.)

I hereby affirm that: (1) I am/We are duly authorized to submit this application for certification, (2) the segment is in existence and available for public use, (3) the segment is designed, constructed, maintained and managed in accordance with the Act, CMP, Handbook and where applicable, the United States Access Board Final Guidelines for Outdoor Developed Areas., (4) I/We will notify the National Park Service if there is a change in the location or status of the segment, (5) the official NCT markers will be posted along the trail segment and they will be maintained and (6)I/We will inform the National Park Service concerning the status of this segment on at least an annual basis.

Signed _____ Date _____

Title _____

Representing _____

Address _____

Phone _____

Email _____

CERTIFICATION (by National Park Service)

All compliance requirements of the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966 and if applicable, United States Access Board Final Guidelines for Outdoor Developed Areas are satisfactorily performed.

I hereby certify the trail described in this application as a segment of the North Country NST. If this segment is located on nonfederal lands, the National Park Service will provide a reasonable and sufficient quantity of the official North Country NST marker for the segment.

Signed _____ Date _____

Title Superintendent, North Country National Scenic Trail, National Park Service



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider entering into Advertising Agreements with businesses at the IRA Civic Center.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

Advertising is great source of revenue at the Civic Center. The following business wishes to enter into Agreements to have dasher board ads and/or a back-lit wall signs:

- Great Clips, Inc.

REQUESTED COUNCIL ACTION:

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

AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

This Agreement, together with the Terms and Conditions Exhibit attached hereto as Exhibit A and incorporated herein by reference (“Agreement”) dated as of March 9, 2022, is by and between the City of Grand Rapids (“Lessor”), acting through the IRA Civic Center, and Great Clips, Inc. (“Lessee” or “Sponsor”)

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

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls and/or dasherboards (2) in the IRA Civic Center for a certain period of years; and

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

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

1. Lessor shall place signs on the interior walls and/or dasherboards (2) of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboards (2) of the IRA Civic Center.
2. Lessee hereby rents from Lessor a 4' x 6' interior wall sign and/or two 32" x 96" dasherboard advertisements for the Lease Term set forth below (“Advertising Signs”);
3. In consideration of Lessee renting the Advertising Signs, Lessee shall pay to Lessor the sum of One Thousand Six Hundred U.S. dollars (\$1,600.00) per year for the years 2022-2023 and 2023-2024 (“Rental Fee”), respectively. Lessee shall pay to Lessor the Rental Fee for the first year in the sum of One Thousand Six Hundred U.S. dollars (\$1,600.00) payable via EFT or check at the commencement of the Lease Term as set forth below.
4. The Lease term for the advertising space shall be as follows: June 1, 2022 to May 31, 2024 (“Lease Term”).
5. Lessee shall have the first right to rent the Advertising Signs for successive years after the Lease Term. Lessor shall invoice Lessee for the Rental Fee and payment in full is due from Lessee by June 1, 2022, and June 1, 2023. The Lessor reserves the right to sell the space of the Advertising Signs if the payment is not received by June 1 of each year during the Lease Term.

- 6. The Advertising logo and design to be used on the Advertising Signs shall be provided the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee; however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
- 7. The expense of setup and art work of the sign shall be borne by the Lessee.
- 8. This Agreement shall not be changed unless done so in writing by the Lessee.
- 9. The Lessee's Advertising Signs space cannot be sublet or resold.
- 10. All signs and materials are the property of the Lessor.
- 11. All maintenance of the Advertising Signs will be the responsibility of the IRA Civic Center.

BY: _____
 Lessee

DATE: _____

CITY OF GRAND RAPIDS (Lessor)

BY: _____
 Mayor

DATE: _____

 Tom Pagel, City Administrator

IRA Civic Center

BY: _____

DATE: _____

Dated this _____ day of _____, 20____.

Sponsor: Great Clips, Inc.
Sponsor Representative: Pete Engebretson, Marketing Manager
Sponsor's Address: 4400 West 78th St. Suite 700, Minneapolis, MN 55435
Sponsor's Telephone: 952-746-6534
Sponsor's Email: pete.engebretson@greatclips.com

TERMS AND CONDITIONS EXHIBIT TO BE INCORPORATED AS FOLLOWS:

- A. Limitations on Liability.** The maximum liability of Great Clips, Inc. (“Great Clips”) whatsoever arising out of or in connection with the Agreement whether such liability arises from any claim based on breach of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed the aggregate of the total fees received from (or due from) Great Clips immediately preceding the event giving rise to such claim. To the extent permitted by law, both parties disclaim liability to the other for all consequential, incidental, punitive and/or special damages of any type or kind however caused, whether by breach of warranty, breach of contract, negligence, or any other legal cause of action and whether or not the party has been advised of the possibility of such damages.
- B. Indemnification.** Each party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party, including its parent, affiliates, franchisees, subsidiaries and respective officers, directors, employees, agents and permitted assigns (the “Indemnified Party”), from and against any and all loss, liability, damage, fine, cost, demand, expense, action, claim, or cause of action (including costs of defense, appeal, settlement and reasonable attorneys’ fees and expenses) of whatever type or nature, including damage or destruction of property, or personal injury (including death) brought or claimed by a third-party against the Indemnified Party (collectively, “Loss”), to the extent arising out of, resulting from or relating to the Indemnifying Party’s acts or performance of services under this Agreement, including (i) any negligent or fraudulent act or omission of the Indemnifying Party, its agents, employees or subcontractors; (ii) any inaccurate representation or warranty by the Indemnifying Party; (iii) the failure of the Indemnifying Party, its agents, employees or subcontractors to comply with any term or condition of this Agreement; (iv) the failure of an Indemnifying Party, its agents, employees or subcontractors to comply with any law which may directly or indirectly regulate or affect the obligations of that party under this Agreement; (v) any claims arising from or with respect to the Indemnifying Party’s agents, employees, or subcontractors; or (vi) any claims that any product, component, part, document or other equipment or service provided by the Indemnifying Party under this Agreement infringes (or may infringe) any patent, copyright, trade secret, trademark or other proprietary right of a third party.
- C. Intellectual Property Rights.** Lessor recognizes the validity of all trademarks, service marks, trade names, logos, and other indicia of Lessee or its respective parents, subsidiaries, or affiliates and all related products and services (collectively, the “Great Clips Marks”), and the ownership thereof by Lessee or its respective parents, subsidiaries, or affiliates, and Lessor shall not place any of the Great Clips Marks on Materials developed or produced by Lessor without Lessee’s prior written approval in each such instance. Any such use of the Great Clips Marks shall be limited to the specific consent granted by Lessee hereunder and shall not be deemed or considered the grant of a license to use such Great Clips Marks in any other manner or for any purpose whatsoever. Lessor shall not claim to own or acquire any right, title, or interest in any of the Great Clips Marks or other forms of intellectual property belonging to Lessee to the benefit of Lessee or its respective parents, subsidiaries, or affiliates. Lessor immediately shall discontinue all use of the Great Clips Marks upon termination of this Agreement and shall not thereafter make any further use thereof. Lessor shall not register or attempt to register the Great Clips Marks or any other trademark that may be confusingly similar to the Great Clips Marks. Lessor shall not dispute or contest the validity, enforceability, or ownership of the Great Clips Marks and shall notify Lessee promptly of any attempt by any unauthorized person to use the Great Clips Marks of which Lessor becomes aware. Subject to the terms of the Agreement, when any materials containing Great Clips Marks is no longer needed, the associated materials will be returned or destroyed, as directed by Lessee.
- D. Insurance.** Both parties agree to maintain, throughout the performance of its obligations under this Agreement, policies of Worker’s Compensation insurance with coverage limits as may be required by the law of the states in which services are to be performed. The parties further agree to maintain, at a minimum, General Liability insurance, providing coverage against contractual liability and liability for bodily injury, death, and property damage in the amount reasonably sufficient to cover a potential claim brought against a party and subject to the above Indemnification provision.
- E. Force Majeure.** Neither party will be responsible for delays in or suspension of performance directly caused by catastrophic natural disaster, pandemics/endemics, war or an act of terrorism beyond the reasonable control of that

party (a "Force Majeure Event"). If such delay exceeds or is reasonably expected to exceed sixty (60) days, either party may terminate the Agreement immediately upon written notice to the other party, in which event all obligations and liabilities of the parties with respect to purchases and sales will be discharged and terminated (subject to any applicable terms of the Agreement). Notwithstanding anything to the contrary in the Agreement, in the event the Agreement or any part thereof cannot be carried out as a result of a Force Majeure Event, the parties agree that a proportional part of any prepaid fee shall be refunded to Great Clips for each week that the Agreement cannot be performed. The parties shall work together to determine the total amount of refund due to Great Clips.

- F. Waiver.** Waiver of any breach by either party or failure of either party to exercise any right under this Agreement on one or more occasions shall not be deemed a waiver of any other breach or right to exercise such right on another occasion.
- G. Assignment.** Neither party may assign its rights or obligations, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld.
- H. Conflict; Entirety of Agreement.** In the event any provision in the Agreement conflicts with this Exhibit A, the terms of this Exhibit A shall govern. This Agreement supersedes all prior oral or written representations or communications between the parties and, together with any attachments, constitutes the entire understanding of the parties. If any provision is determined to be illegal or unenforceable, it shall be removed, but its invalidity shall not affect the remaining provisions.
- I. Relationship of the Parties.** The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.
- J. Governing Law and Jurisdiction.** The provisions of this Agreement will be construed and enforced in accordance with, and any dispute arising out of or in connection with this Agreement, including any action in tort, will be governed by the laws of the State of Minnesota, without regard to its principles of conflict of laws.
- K. Notices.** Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery, (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), or (iii) the first business day after sending by confirmed email, provided that e-mail shall not be sufficient for notices of termination or a legal claim (such as indemnification). Notices shall be sent to the parties as herein identified:

<p>If to Great Clips, Inc.: Attn: Pete Engebretson, Marketing Manager 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 pete.engebretson@greatclips.com With a copy to LegalNotice@greatclips.com</p>	<p>If to City of Grand Rapids: Attn: Tom Pagel, City Administrator 420 North Pokegama Avenue Grand Rapids, MN 55744 admin@cityofgrandrapidsmn.com</p>
<p>If to IRA Civic Center: Attn: 1401 NW 3rd Avenue Grand Rapids, MN 55744 [EMAIL]</p>	



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider approving a land lease with MN DNR at the GPZ airport

PREPARED BY: Matt Wegwerth

BACKGROUND:

The Minnesota DNR recently completed the purchase of a hangar at the Grand Rapids / Itasca County Airport. Attached is a land lease for approval.

REQUESTED COUNCIL ACTION:

Make a motion to approve a land lease at the GPZ airport with the Minnesota Department of Natural Resources and authorize signatures

AIRPORT LAND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of March, 2022, by and between the GRAND RAPIDS-ITASCA COUNTY AIRPORT, owned by the City of Grand Rapids, a municipal corporation, and Itasca County, Minnesota, hereinafter referred to as LANDLORD, and State of Minnesota, acting by and through its Commissioner of Natural Resources, hereinafter referred to as TENANT.

WHEREAS, the Commissioner of Natural Resources is empowered by Minnesota Statutes, sec. 89.032, Subd 3. to lease land necessary for facilities for forestry purposes.

NOW THEREFORE, for good and valuable consideration, the LANDLORD hereby leases unto said TENANT the real estate described on Exhibit A, hereinafter referred to as the "LEASED PREMISES", subject to the following terms, conditions, covenants and agreements:

1. RENT. TENANT shall pay LANDLORD rent at the rate of \$0.325 per square foot per year, which equates to a total rent of \$2,453.10. Said rent shall increase at the rate of one-half cent (or \$0.005) per square foot per year for the term of the lease, with the first increase to take effect on January 1, 2023, and then on January 1st of every year thereafter.
2. TERM. LANDLORD shall lease the subject property to TENANT for a period of forty (40) years beginning March 28, 2022 and ending on March 27, 2062.
3. RENEWAL OPTION. This lease will be automatically renewed and extended in twenty (20) year increments, at the same terms and conditions in effect at that time which are consistent with terms and conditions of similar leases at other airports of similar structure, upon the election of the TENANT. The parties agree that on any renewals there will be no changes that would restrict the TENANT'S rights as set forth in Paragraph 4 of the Lease Agreement. year increments, at the same terms and conditions in effect at that time which are consistent with terms and conditions of similar leases at other airports of similar structure, upon the election of the TENANT. The parties agree that on any renewals there will be no changes that would restrict the TENANT'S rights as set forth in Paragraph 4 of the Lease Agreement.
4. PERMITTED USE. TENANT shall use the premises for aviation activities, including but not limited to fire suppression activities, carried out by the Department of Natural Resources. TENANT is also allowed to park a travel trailer on the LEASED PREMISES behind the DNR's hangar building.
5. ADDITIONAL RIGHTS OF TENANT. In addition to the Permitted Uses of the LEASED PREMISES as noted in Section 4 herein, the TENANT shall have the non-exclusive right to use all public airport facilities and improvements of a public nature connected with, or appurtenant to the airport, including but not limited to landing, taxiing and parking areas, and other common-use facilities. The TENANT shall have the right to ingress and egress to and from the LEASED PREMISES and its DNR-owned hangar located on the LEASED PREMISES.

6. TERMINATION.

6.1 Funding. In the event that the Minnesota State Legislature does not appropriate to the Department of Natural Resources funds necessary for the continuation of this Lease, this Lease may be terminated by TENANT upon giving ninety (90) days written notice.

6.2 Any Reason. Notwithstanding Section 6.1 above, this Lease may be terminated any time by mutual agreement or by giving one (1) year prior written notice to the other party.

6.3 Surrender of Lease Premises. LANDLORD and TENANT hereby agree that at the expiration or earlier termination of this Lease or extension thereof, TENANT shall remove its personal property, vacate and surrender possession of the LEASED PREMISES to LANDLORD in as good condition as when TENANT took possession, ordinary wear, tear and damage by the elements excepted.

6.4 Default by Tenant. In the event of the failure of TENANT to perform any of the terms, conditions or covenants of this LEASE to be observed or performed by TENANT for more than thirty (30) days after written notice of such default has been given to TENANT, LANDLORD shall have the right, at its option, to terminate this LEASE. Notice of termination by the LANDLORD shall provide not less than one (1) year for the TENANT to either sell, convey, or remove its hangar located on the LEASED PREMISES. Upon such termination, TENANT shall quit and surrender the LEASED PREMISES to LANDLORD. Upon such termination, LANDLORD or LANDLORD'S agent may reenter the LEASED PREMISES and remove all or any persons therefrom by proceeding at law and thereby repossess and enjoy the LEASED PREMISES; and by such repossession and reentry, LANDLORD shall not be deemed to have waived its right (if any) to collect rent due (if any) from TENANT hereunder or to enforce the other obligations of TENANT hereunder.

7. LEASE ASSIGNMENT. TENANT retains the right to assign this Lease to the new owner of TENANT'S hangar building located on the LEASED PREMISES, subject to the LANDLORD'S approval. TENANT shall provide a written notice to LANDLORD, by certified mail with return receipt requested or by personal service, setting forth the terms of the assignment. LANDLORD, within thirty (30) days receipt of the terms, shall agree to enter into a binding agreement with a closing date within forty-five (45) days. Failure to comply with the time requirements shall allow TENANT to transfer to a third party, but not at more favorable terms and conditions as offered by the LANDLORD. Any transfer by operation of law, including through succession of interest, shall be authorized and not subject to approval.

8. DUTIES OF LANDLORD. LANDLORD shall, at its expense, provide the following:

8.1 Airport Operation. LANDLORD shall properly maintain, operate and manage the Grand Rapids-Itasca County Airport at all times and in a manner similar to generally accepted good practice in the State of Minnesota for airports of similar size and character. If for any reason beyond the control of the LANDLORD, including but not limited to war, strikes, riots, or natural disaster, the LANDLORD shall fail to properly maintain, operate and manage said airport, such failure shall not operate as a breach of this Lease or render the LANDLORD liable for damages.

8.2 Management. LANDLORD agrees that in exercising its management responsibilities of the property of which the LEASED PREMISES are a part, including maintenance, repair, alterations, and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disability access, zoning, air quality, pollution

control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

8.3 Snow Removal. LANDLORD shall keep taxiways, aprons and other paved surfaces adjacent to the LEASED PREMISES and any vehicle access lanes leading to the LEASED PREMISES free from snow, ice and debris, including the parking lot.

8.4 Repairs. LANDLORD shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease. Provided, however, that LANDLORD shall not be responsible for repairs upon implements or articles, which are the personal property of TENANT, nor shall LANDLORD bear the expense of repairs to the LEASED PREMISES necessitated by damage caused by TENANT beyond normal wear and tear.

8.5 Exterior Lighting. LANDLORD shall provide adequate exterior lighting in the parking lots and common areas adjacent to the LEASED PREMISES.

8.6 Delivery of LEASED PREMISES. LANDLORD covenants that it will deliver the LEASED PREMISES to TENANT in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.

8.7 Quiet Enjoyment. TENANT shall have the quiet enjoyment of the LEASED PREMISES during the full term of this Lease and any extension or renewal thereof.

8.8 Disability Access. LANDLORD agrees to provide and maintain the LEASED PREMISES and its airport operations with accessibility and facilities for persons with disabilities meeting code requirements, including but not limited to: Titles II and III of the Americans with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

9. RESTRICTIVE COVENANTS. TENANT shall comply with the following covenants:

9.1 The hangar located on the LEASED PREMISES shall be kept in a neat and orderly condition and shall be painted or repainted at such time or times and of such color or colors as may be reasonably directed by LANDLORD, the Minnesota Department of Transportation Office of Aeronautics, any agency of the United States government, or any other agency having jurisdiction over the airport facility. Any additions, modifications or alterations to the hangar located on the LEASED PREMISES must have the written consent of the LANDLORD.

9.2 No signs or advertising matter of any kind shall be painted, posted or displayed upon any hangar located on the LEASED PREMISES or on the LEASED PREMISES itself without the written consent of the LANDLORD.

9.3 No excavation shall be made upon the LEASED PREMISES and no fences or sidewalks shall be constructed thereon without the written consent of LANDLORD.

9.4 The parties agree that any structure located on the LEASED PREMISES or placed on the LEASED PREMISES are not part of the real property. Removal of improvements is subject to Paragraph 6 of this Lease Agreement. Furthermore, TENANT agrees that the LEASED PREMISES shall be used only for the permitted purposes noted in Paragraph 4 herein.

9.5 Explosives, gasoline, oil, and other highly flammable material of any kind kept on the LEASED PREMISES shall be kept in such a manner as the LANDLORD shall from time to time determine. Storage of such material shall be kept in such manner as to comply with the requirements of the National Fire Protection Association (NFPA) and all applicable rules, regulations, ordinances and fire codes. TENANT shall be responsible for the clean-up of all hazardous materials and spills caused by the TENANT or their partner agencies and shall be responsible for the remediation of any hazardous/contaminated soils on the LEASED PREMISES caused by the TENANT or their partner agencies. TENANT is not responsible for the clean-up or remediation of any pre-existing (prior to the date of the lease herein) hazardous materials or contamination found on the LEASED PREMISES.

9.6 TENANT agrees that, except in the case of student pilots, only duly licensed pilots will operate aircraft on any runway or the LEASED PREMISES and that the operation will be subject to the laws of the United States, the State of Minnesota, the County of Itasca, and the City of Grand Rapids.

9.7 Other than commercial endeavors approved and itemized in Exhibit B, or subsequent approval by the LANDLORD, the TENANT shall not engage in any commercial aviation endeavors on the LEASED PREMISES. This prohibition includes but is not limited to performing work on airplanes not owned by the TENANT. This lease strictly prohibits commercial and non-commercial use that is not specifically allowed by this Lease Agreement.

9.8 TENANT shall pay all utilities, water, lights and any other service used on the LEASED PREMISES during the term of this lease or any renewal thereof. Lease permits existing tenant owned water and sewer utilities outside of the specific leased area at no additional cost.

Landlord grants tenant temporary access at no additional cost as necessary to maintain or replace these utilities and to maintain the tenant's building subject to any reasonable and necessary controls to maintain airport security and safety.

10. LIABILITY. LANDLORD and TENANT agree that each party shall be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. TENANT'S liability shall be governed by the provisions of the Minnesota Tort Claims Act (Minnesota Statutes, Section 3.736) and other applicable law.

11. TAXES AND ASSESSMENTS. TENANT shall be responsible for paying taxes on the LEASED PREMISES. The LANDLORD shall be responsible for paying all assessments (special or otherwise) on the LEASED PREMISES.

12. INSURANCE. TENANT is self-insured with liability limits set by Minnesota Statutes, section, 3.736.

13. AMENDMENT. If this lease should fail to comply in any respect with the ordinances, regulations or laws of the United States, the State of Minnesota, the County of Itasca, or the City of Grand Rapids, then this lease shall be amended to comply with the requirements of said ordinances, laws and regulations. If said amendment would result in a material deviation from the general terms and conditions of this lease, then LANDLORD or TENANT has the right to renegotiated or terminate this lease. Any amendment must be in writing.

14. NON-DISCRIMINATION. TENANT does hereby covenant and agree that with respect to all matter relating to the use of the lease premises, no persons on the grounds of race, color or natural origin shall be excluded from participation and denied the benefits or otherwise by subject to discriminations; and TENANT shall use the premises in compliance with all other requirements imposed by or pursuant to any laws or regulations imposed by the United States government or the State of Minnesota.

15. RENT BILLING ADDRESS. All original bills and statements from the LANDLORD to TENANT shall be mailed, e-mailed or personally delivered to:

Accounts Payable
Department of Natural Resources, Division of Forestry
500 Lafayette Road
St. Paul, Minnesota 55155
Jennifer.Franklin@state.mn.us

16. RENT PAYMENT ADDRESS. TENANT shall mail or deliver or pay LANDLORD via electronic payment the monthly rent set forth within this Lease Agreement at the end of the applicable calendar month to LANDLORD at the following address:

Grand Rapids-Itasca County Airport
Attn: Finance Department
420 North Pokegama Avenue
Grand Rapids, Minnesota 55744

17. AUDIT. Pursuant to Minnesota Statutes, section 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LANDLORD relevant to this lease shall be subject to examination by the State and Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this lease.

18. GOVERNMENT DATA PRACTICES ACT COMPLIANCE.

18.1 LANDLORD must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by TENANT in accordance with this LEASE and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LANDLORD in accordance with this LEASE. The civil remedies of Minnesota Statutes, section 13.08, apply to LANDLORD and TENANT.

18.2 Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If LANDLORD receives a request to release the data referred to in this Clause, LANDLORD must immediately notify TENANT and consult with TENANT as to how LANDLORD should respond to the request. LANDLORD'S response shall comply with applicable law, including that the response is timely and, if LANDLORD denies access to the data, that LANDLORD'S response references the statutory basis upon which LANDLORD relied. LANDLORD does not have a duty to provide public data to the public if the public data is available from TENANT.

19. NOTICES.

19.1 All notices or communications between LANDLORD and TENANT shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 18.2 herein.

- a. when personally delivered to the addressee; or
- b. on the second business day after sender has deposited the registered or certified mailing with the U.S. Postal Service; or
- c. one (1) business days after deposit with an overnight courier service; or
- d. via electronic mail to the e-mail addresses noted in Section 18.2 (provided such delivery is confirmed).

19.2 Mailing Addresses:

LANDLORD:

Grand Rapids-Itasca County Airport
 420 North Pokegama Avenue
 Grand Rapids, Minnesota 55744
 e-mail address: mwegwerth@ci.grand-rapids.mn.us

TENANT:

Minnesota Department of Natural Resources
 Division of Forestry
 402 SE 11th St
 Grand Rapids, MN 55744
 Forestry Assistant Wildfire Aviation Supervisor e-mail address:
matthew.woodwick@state.mn.us
 DNR Lease Coordinator e-mail address: julie.johansen@state.mn.us

LANDLORD

GRAND RAPIDS-ITASCA COUNTY AIRPORT,
 by the Grand Rapids City Council through
 its designation of the parties joint powers agreement

Dale Christy
 Mayor, City of Grand Rapids

ATTEST:

Tom Pagel
Administrator, City of Grand Rapids

STATE OF MINNESOTA
Department of Natural Resources

Susan E. Damon, Assistant Director
Division of Lands and Minerals

STATE ENCUMBRANCE VERIFICATION

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

Signed _____

Date: _____

Contract: _____

EXHIBIT A

Property Description and Site Plan

Approximately 7548 SF of land, bearing an address of 1500 SE 7th Avenue, Unit S,
Grand Rapids, MN, which is legally described as:

the North 460 feet of the South 660 feet of the West 735 feet of the Southeast Quarter of the
Southeast Quarter of Section 28, Township 55, Range 55, Itasca County, Minnesota





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider changing the pay rate for temporary Library employees.

PREPARED BY: Lynn DeGrio

BACKGROUND:

Jennifer Behm and David Olmscheid are temporary employees at the Grand Rapids Area Library, hired through Personnel Dynamics. We recently hired Jennifer Winkleman through Personnel Dynamics at a rate of \$17.00 per hour and would like to keep all the pay rates the same.

REQUESTED COUNCIL ACTION:

Make a motion to change the pay rate of temporary Library employees to \$17.00 per hour effective April 1, 2022.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider entering into Merchant Processing Agreement/Golf

PREPARED BY: Bob Cahill

BACKGROUND:

This Merchant Processing Agreement goes along with the new Club Prophet Point of Sale & Tee Sheet System that we are converting to this Spring. This will save us a minimum of \$600 annually vs our current processing provider.

REQUESTED COUNCIL ACTION:

Make a motion to enter into the attached Merchant Processing Agreement with Payroc Company and authorize Finance Director to sign agreement.



ISG Number 4500	Representative Name PSK Company Inc	Representative Number 09	Authorization Platform TSYS
Referral Partner Number	Referral Partner Name		

1. Business Information

Doing Business As (DBA) Name Pokegama Golf Course	Telephone Number (218) 326-3444	Fax Number	
Business Street Address 3910 Golf Course Road Grand Rapids , MN 55744	City	State	ZIP Code
Merchant Website (URL)	Type of Products/Services Sold Golf Merchandise & Golf Fees	Years of Operation	
Legal Business Name (if different from above)	Taxpayer Identification Number	Contact Email Address	
Billing Street Address (if different from above)	City	State	ZIP Code

Organizational Structure: Corporation LLC Sole Proprietor 501C Partnership Government/Municipality

Due to our Go Green initiative all statements are only available electronically through our partner engage portal at www.payroc.partnerengage.com

2. Payment Processing & Sales

Are you a seasonal business? Yes No

If yes, what are the months of operation of your business?

JAN FEB MAR APR MAY JUN
 JUL AUG SEP OCT NOV DEC

Average Transaction Amount	Highest Transaction Amount
Average Monthly Volume	Highest Monthly Volume

EMV/Card Present Swiped 98% + Telephone Order 2% + eCommerce = 100% *Must equal

3. Beneficial Owner / Officer / Principal - Government / Municipality Contact Info to be entered here

Control Owner / Officer / Principal *Must include all principals owning 25% or greater of entity and at least one individual who significantly controls the legal entity, if any.

First Name	Last Name	Date of Birth	SSN	Ownership % *
Home Street Address	City	State	Zip Code	
Email Address	Business Phone Number	Mobile Number		

Beneficial Owner / Officer / Principal

First Name	Last Name	Date of Birth	SSN	Ownership % ⁽¹⁾
Home Street Address	City	State	Zip Code	
Email Address	Business Phone Number	Mobile Number		

(1) If additional owner / beneficiary disclosure is required please use Additional Owner Addendum.

4. ACH Information & Funding Choices





Name on Bank Account	Transit (ABA Routing) Number	Account Number (Credits & Debits)
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name on Bank Account (Debits only, if applicable)	Transit (ABA Routing) Number (Debits only)	Account Number (Debits only)
<input type="text"/>	<input type="text"/>	<input type="text"/>


Funding Choices: Standard - included in batch fee Next Day Funding Per Month Same Day Money Express⁽²⁾ Per Month

Please refer to Funding Terms and Conditions in the Terms and Conditions for more detail regarding funding options (2) 4 a.m. Cut-off CST

5. Payment Card Acceptance

Standard Card Acceptance

 Visa Cards
  MasterCard Cards
  Discover Cards
  American Express OptBlue

 Debit Cards ONLY
 *You may select any card type in accordance with Card Networks Operating Regulations

Specialty Card Acceptance

American Express (retained/ESA)⁽³⁾ Existing AMEX Merchant Number <input type="text"/> Per Transaction <input type="text"/>	Electronic Benefits Transfer (EBT)⁽³⁾ FNS Number <input type="text"/> Per Transaction <input type="text"/>	PIN-based Debit Pricing⁽³⁾ Per Transaction <input type="text"/> Additional Discount (%) <input type="text"/> Debit Monthly Access <input type="text"/>	WrightExpress(WEX)⁽³⁾ Existing WEX Merchant Number <input type="text"/> Per Transaction <input type="text"/>
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(3) Only enabled when per transaction fee is populated above

6. Rates & Fees *Only one pricing option available per application

Interchange Plus⁽⁴⁾
 Tiered
 Flat Rate⁽⁶⁾

Regulated Check Card
 Unregulated Check Card
 Qualified Rate
 Mid Qualified Rate
 Non Qualified Rate
 Premium Rate

 Flat Rate

	Visa/Mastercard/Discover		American Express OptBlue	
	Processor Assessment % on \$ Volume	Per Transaction ⁽⁵⁾	Processor Assessment % on \$ Volume	Per Transaction ⁽⁵⁾
Regulated Check Card	.10 %	\$.10	.10 %	\$.10
Unregulated Check Card	_____ %	\$ _____	_____ %	\$ _____
Qualified Rate	_____ %	\$ _____	_____ %	\$ _____
Mid Qualified Rate	_____ %	\$ _____	_____ %	\$ _____
Non Qualified Rate	_____ %	\$ _____	_____ %	\$ _____
Premium Rate	_____ %	\$ _____	_____ %	\$ _____
Flat Rate	_____ %	\$ _____	_____ %	\$ _____

(4) Only Pricing Model able to use Enhanced Interchange Service Program.

(5) Per transaction rate will be applied to each instance of Batch / Authorization Only / Decline in addition to the amounts set forth above you agree to pay Card Network Fees and other fees as set forth in Section 10A of the Terms and Conditions.

(6) If Flat Rate Pricing plan selected Processor Assessment on Volume & Per Transaction fees apply to ALL card types and includes: IBX Virtual Terminal & Gateway, Platinum Security/PCI, Monthly Maintenance Fee, Next Day Funding (for qualified merchants only). A monthly minimum charge of \$25 applies to this program. If your processing fees are less than \$25 in any given month, you will be charged the difference between your fees and \$25.

Consumer Choice*

Monthly Subscription
 \$ _____

Merchant authorized % on volume processed ⁽¹¹⁾ on non-cash transactions	Merchant authorized charge per transaction ⁽¹¹⁾ on non-cash transactions	Discount Rate % on Volume Processed ⁽¹¹⁾ to Merchant	Per Transaction ⁽¹¹⁾ to Merchant

* The Consumer Choice Amendment is required in order to complete setup. Only a % or per transaction rate can be assessed. If both fields are filled Processor will default to %.
 (11) % and Per Transaction deducted daily, PIN Debit is not supported by the Consumer Choice Program.

RewardPay⁽⁷⁾

Monthly Subscription
 \$ _____

RewardPay Signature Debit / Prepaid Cards Only

Choose an Option:

Interchange Plus⁽⁸⁾: _____ % on debit/prepaid dollar volume + _____ per debit/prepaid transaction

Flat Rate: _____ % on debit/prepaid dollar volume + _____ per debit/prepaid transaction

RewardPay Credit Card Fees

_____ % charged to cardholder at point of sale on credit card dollar volume processed⁽⁹⁾ No Tips Prompt For Tip Tip Adjust

_____ % charged to merchant on credit dollar volume processed at month end

(7) PIN Debit not supported by the RewardPay Program.
 (8) For Interchange Plus, Merchant also agrees to pay Interchange, Card Network Fees and other fees as set forth in the Terms and Conditions. Per transaction fee will be applied to all transactions including an authorization, batch, authorization only, decline
 (9) Cardholder Credit Card charges deducted daily from Merchant Settlement; RewardPay Program is compliant with Card Network surcharge rules and Merchant hereby authorizes Processor or Bank to register Merchant as required by the Card Networks.

Your CashRewards Pricing Plan includes all Visa/MasterCard/Discover/American Express OptBlue InterChange and Card Network Fees.

CashRewards

Monthly Subscription
 \$ _____

Discount Rate % on Volume Processed ⁽¹⁰⁾	Per Transaction ⁽¹⁰⁾

(10) Discount Rate % and Per Transaction deducted daily, Monthly Subscription billed monthly

Municipality

Service fee includes InterChange and Card Network Fees and other fees as set forth in Section 10L of terms and conditions

A service fee of _____ % (\$ _____ minimum) will be assessed to the Cardholder on each transaction.

American Express OptBlue

By signing below Merchant agrees to accept American Express Transaction Cards (as defined in the Agreement) pursuant to Processor's Direct Settlement Program (the "Processor Amex Program"). Merchant hereby agrees with Processor to be bound by the terms and conditions of Processor Amex Program, which shall include this Agreement, the Terms and Conditions incorporated by reference in this Agreement, the Terms and Conditions for American Express OptBlue, in connection with accepting American Express Transaction Cards. Merchant acknowledges that this agreement regarding the Processor Amex Program is between Processor and Merchant. By checking the box below, Merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

Name Title Date

Sign Here

I choose to opt out of receiving future commercial marketing communications from American Express

6. Rates & Fees Continued

Item 15.

<input type="checkbox"/> Account Updater⁽¹²⁾ Setup (one-time) <input type="text"/> Monthly <input type="text"/> Per Update <input type="text"/> (12) The Account Updater Amendment is required in order to complete setup	<input type="checkbox"/> Mobile Processing Setup (one time) <input type="text"/> Per User <input type="text"/> Network Monthly <input type="text"/> Per Transaction <input type="text"/>	<input type="checkbox"/> Enhanced Interchange Service Enrollment Fee (one time) <input type="text"/> EIS Credit Percentage to Merchant <input type="text"/> Local Tax Rate ⁽¹³⁾ <input type="text"/> (13) Refer to section 10L of the terms and conditions for details that specify 1.) the monthly calculation of the Enhanced Interchange Service - credit, and, 2.) if the local tax rate is left blank, Merchant authorizes Processor to input the current tax rate from commercially available tax lookup tables using the Merchant's Business Information zip code.	<input type="checkbox"/> Wireless Processing Setup (one-time) <input type="text"/> Per Transaction <input type="text"/> Network Monthly Access <input type="text"/>
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<input type="checkbox"/> Software Integration Software Name <input type="text"/> Installation, License, Activation (one-time) <input type="text"/> Monthly Usage <input type="text"/> Per Transaction <input type="text"/> Additional User License Fee <input type="text"/> Additional Location Fee <input type="text"/>	<input type="checkbox"/> Gateway Gateway Name <input type="text"/> Set up (one-time) <input type="text"/> Gateway Monthly <input type="text"/> Per Transaction <input type="text"/> Vault/Tokenization Monthly <input type="text"/> Vault/Tokenization Per Transaction <input type="text"/>	Address Verification (AVS) Per Occurrence <input type="text"/> Annual Fee <input type="text"/> Bill in <input type="checkbox"/> June <input type="checkbox"/> December Regulatory Assistance Program ⁽¹⁴⁾ <input type="text"/> Monthly PCI Non Compliance <input type="text" value="\$19.99"/> Monthly Payroc Advantage ⁽¹⁶⁾ <input type="text"/>	Monthly Online Portal Access <input type="text"/> Platinum Security/PCI <input type="checkbox"/> \$12.95 Monthly <input type="checkbox"/> \$155.40 Annually ⁽¹⁵⁾ Monthly Maintenance <input type="text"/> Monthly Minimum <input type="text"/> Voice Authorization Per Occurrence <input type="text" value="\$0.95"/> Chargeback Per Occurrence <input type="text" value="\$25.00"/> Retrieval Per Occurrence <input type="text" value="\$15.00"/> (14) Billed annually in March to merchants boarded prior to December 1st of the previous year. (15) Billed annually on the 3rd month after the merchant's approval date. (16) Refer to the Payroc Advantage Section in section 10F of the Terms and Conditions. Early Termination: Refer to Section 15E Terms and Conditions PCI Non-Compliance: Refer to Section 3I of the Terms and Conditions
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Merchant Acceptance

The undersigned represents and warrants to Processor and Bank that all of the terms and conditions of this Merchant Processing Agreement consisting of this entire document in addition to any other documentation or addendum has been received and reviewed in its entirety, is true and correct, and sets forth the Agreement between Processor, Bank and MERCHANT. Also, the undersigned authorizes Processor and Bank (and their representatives) to investigate the credit of each person listed on the Agreement and represents that the undersigned has the authority to provide information and execute this Agreement with Processor and Bank. Processor and Bank shall accept this Agreement at its offices following underwriting and approval, by the assignment to MERCHANT of a merchant processing identification number. As per Sections 6, 8A and 10A of the Terms and Conditions, by signing the Agreement you hereby authorize Processor and Bank (and its vendors and agents), using the ACH system or other electronic means, to initiate such credit and debit entries to the settlement account (or at any other account maintained by you at any institution that is a receiving member of ACH) all in accordance with this Agreement. This authorization is to remain in effect until such time as all of your obligations to Processor and Bank have been paid in full.

IMPORTANT MEMBER BANK RESPONSIBILITIES:

Member Bank: Fifth Third Bank (see Section 19N of the Terms and Conditions for contact information)

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal to the Merchant Agreement.
3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
4. The Visa Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES:

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargeback below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

Please initial to confirm that you have received a copy of the Terms and Conditions and that you consent to receiving electronic 1099-K forms as provided for in Section H(ii). (Terms and Conditions)

Initial Here

*Processor delivers the Terms and Conditions in your Welcome Kit, which is sent to you via email; the Terms and Conditions are also available at www.payroc.partnerengage.com.

Name Title Date

Sign Here

Personal Guaranty

The undersigned guarantees to Processor and Bank the performance of this Agreement and any addendum or amendment thereto, including payment of all sums due and any attorneys fees and costs associated with enforcement of the terms thereof. Neither Processor nor Bank shall be required to first proceed against Merchant or enforce any other remedy before proceeding against the undersigned. This is a continuing guarantee and shall not be discharged or affected by death of the undersigned and shall bind the heirs, administrators, representatives, and assigns and may be enforced by or for the benefit of any successor processor. The term of this guarantee shall be for the duration of the Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination. This guaranty is subject to, and incorporates herein, the Arbitration provisions set forth in Section 18 of the Terms and Conditions and the miscellaneous provisions, including governing law and venue, set forth in Section 19 of the Terms and Conditions.

Sign Here

Name Date



Merchant Name: _____ App #: _____

Teletrain: PROCESSOR AGENT

Terminal Set Up Information

Ship File Only Quantity _____ Terminal Type: _____
 Ship File Only Quantity _____ Terminal Type _____

Pin Debit: Yes No
Pin Pad: Internal External
Quantity _____ Pin Pad Type: _____

If shipping equipment, Please provide information listed below.

Name _____ Phone _____

Connection Type: Dial-Up Ethernet Wireless WiFi Mobile

Street _____

EBT: Yes No FNS# _____

City State Zip _____

Application Type: No Tip Tip Line/Adjustment Lodging
 Prompt for Tip Quick Pay/QSR Fuel

Retail / Moto: AVS Purchase Card / Level 2 Invoice # Prompt
 CVV 2 Multi Merchant _____ Parent MID#

Payment Terms:
 Sale Lease
Choose one of the following payment types.
 ACH Merchant ACH ISG Residual Payment ISG

Restaurant: Servers _____ Number of Servers
 Suggested Tip _____ % _____ % _____ %

Auto-Close++ Time _____ RewardPay _____ %

Receipt Footer: **CLUB PROPHET AGREES TO WAIVE ANY EARLY TERMINATION FEES**

VAR / GATEWAY / POS SETUP INFORMATION

VAR Setup: Quantity _____
PC/Internet Software Name _____ Version# _____
Gateway/Middleware Name (if Applicable) _____ Version# _____
Direct Reseller Contact Name _____ Phone # _____

Gateway Setup - Virtual Terminal Only

Will the cards be present? Yes No Recurring Billing? Yes No
Card Reader Type _____
Merchant Email: _____

Gateway Type: IBX iTransact NMI PayTrace Auth.net Other _____

Primary User Email _____ User Type: Admin
Mobile # _____ Carrier _____

Gateway Setup Processor Representative

Apply for new account? Yes No

Additional Users:
Email _____ User Type: Admin/Member
Email _____ User Type: Admin/Member
Email _____ User Type: Admin/Member
Email _____ User Type: Admin/Member

Website: _____

Shopping Cart Name: _____

Merchant Email: _____

Web Developer Name & Phone # _____

Billed By: Processor 3rd Party Gateway

If Billed by 3rd Party: Setup: \$ _____

Monthly: \$ _____ Transaction Fee: \$ _____

Customer Vault Level 2/3 Tax Rate _____ %
 Recurring Billing Mobile Auto settle time: _____

Comments:

REPRESENTATIVE VERIFICATION

I certify the information in this Agreement is true and correct to the best of my knowledge and is as represented by the Merchant:

Sign Here

REPRESENTATIVE VERIFICATION

Name

Title



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider adopting a resolution supporting a Mississippi River-Grand Rapids Watershed - One Watershed, One Plan.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Itasca SWCD is working on the pre-planning stages to begin a One Watershed ,One Plan (1W1P) for the Upper Mississippi Grand Rapids watershed. They are working with the five other counties that also have this watershed in their county and gathering support for this plan, which they will include in their grant application to the MN Board of Water and Soil Resources(BWSR).

The One Watershed, One Plan (1W1P) will be the water plan that would be used for this area of the county and the funds from this plan would go toward implementing projects to maintain/improve water quality within the watershed.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution supporting a Mississippi River-Grand Rapids Watershed - One Watershed, One Plan.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

RESOLUTION TO SUPPORT A MISSISSIPPI RIVER – GRAND RAPIDS WATERSHED
ONE WATERSHED, ONE PLAN

WHEREAS, the Minnesota Board of Soil and Water Resources has developed policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan, consistent with Minnesota Statutes, Chapter 103B.801, Comprehensive Watershed Management Planning Program; and

WHEREAS, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a local water management plan; and

WHEREAS, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan; and

WHEREAS, the counties and soil and water conservation districts within the Mississippi River – Grand Rapids Watershed (Hydrologic Unit Code 07010103), as delineated in the attached One Watershed, One Plan Suggested Boundary Map, have interest in developing a comprehensive watershed management plan for this area.

NOW, THEREFORE, BE IT RESOLVED, that Grand Rapids City Council recognizes and supports watershed-scale planning efforts consistent with Minnesota Statutes, Chapter 103B.801, also known as One Watershed, One Plan; and

BE IT FURTHER RESOLVED that Grand Rapids City Council welcomes the opportunity to collaborate with the counties and soil and water conservation districts within the Mississippi River – Grand Rapids Watershed for watershed-scale planning efforts in the future; and

BE IT FURTHER RESOLVED that Grand Rapids City Council supports an application to the Board of Water and Soil Resources for a planning grant to develop a comprehensive watershed management plan and anticipates entering into a Memorandum of Agreement with the counties and soil and water conservation districts, within the Mississippi River – Grand Rapids Watershed, to collaborate on this effort, pending selection as a recipient of a planning grant.

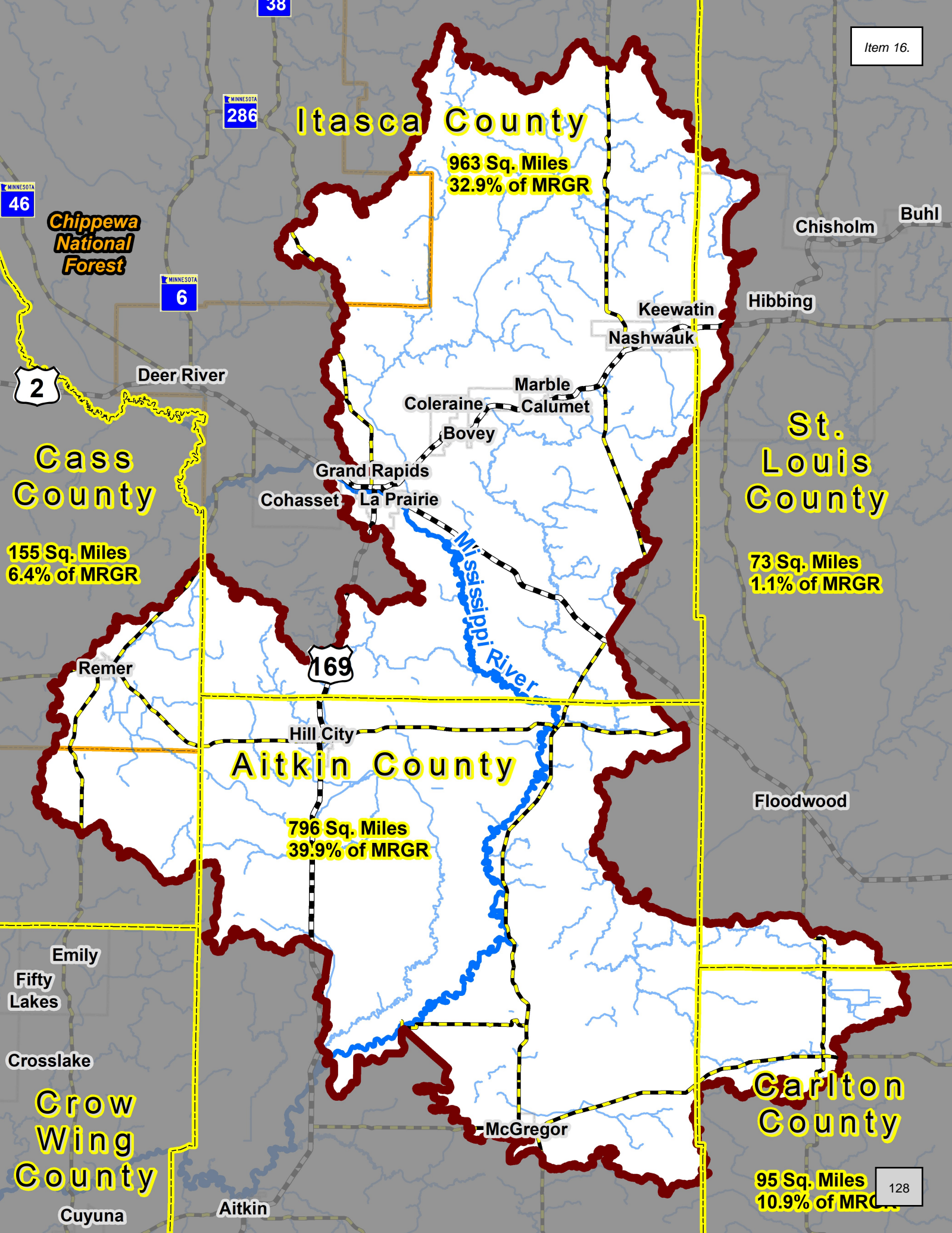
Adopted this 28th day of March 2022.

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



Itasca County

963 Sq. Miles
32.9% of MRGR

Cass County

155 Sq. Miles
6.4% of MRGR

Aitkin County

796 Sq. Miles
39.9% of MRGR

St. Louis County

73 Sq. Miles
1.1% of MRGR

Carlton County

95 Sq. Miles
10.9% of MRGR



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider approval of three Subordinations Agreements in favor of Grand Rapids State Bank for Small Cities Development Program mortgages on three properties owned by JBS Holdings, LLC.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

The City of Grand Rapids recorded three mortgages on property owned by JBS Holdings, LLC for Small Cities Development Program (SCDP) commercial rehabilitation loans. Two of the mortgages were recorded on December 27, 2016 and the other on July 22, 2016. The property owner is consolidating and refinancing their debt with Grand Rapids State Bank. The lender requires that the refinanced debt be in a superior position to the City SCDP loans.

REQUESTED COUNCIL ACTION:

Make a motion to approve three Subordinations Agreements in favor of Grand Rapids State Bank for Small Cities Development Program mortgages on three properties owned by JBS Holdings, LLC.

SUBORDINATION OF MORTGAGE

RECORDATION REQUESTED BY:

Grand Rapids State Bank
Main Office
523 NW First Ave
Grand Rapids, MN 55744

WHEN RECORDED MAIL TO:

Grand Rapids State Bank
Main Office
523 NW First Ave
Grand Rapids, MN 55744

SEND TAX NOTICES TO:

JBS Holdings LLC
415 NW 8th Ave
Grand Rapids, MN 55744



#####112504042022

NOTICE: THIS SUBORDINATION OF MORTGAGE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION OF MORTGAGE dated April 4, 2022, is made and executed among JBS Holdings LLC ("Borrower"); City Of Grand Rapids ("Mortgagee"); and Grand Rapids State Bank ("Lender").

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

a Mortgage in the amount of \$15,060.00 dated December 27, 2016 Executed by Canal Apartments, LLC to the City of Grand Rapids.

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a mortgage dated December 27, 2016 from JBS Holdings LLC ("Mortgagor") to City Of Grand Rapids ("Mortgagee") (the "Subordinated Mortgage") and recorded in Itasca County, State of Minnesota as follows:

Recorded on December 30, 2016 as Document Number A000709507.

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following described real property (the "Real Property") located in Itasca County, State of Minnesota:

See Attached Exhibit "A", which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as 521 Canal Street, Grand Rapids , MN 55744. The Real Property tax

SUBORDINATION OF MORTGAGE (Continued)

identification number is 91-720-0610.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

a Mortgage dated April 4, 2022 in the amount of \$2,732,000.00.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated April 4, 2022, from Borrower to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Mortgage.

REQUESTED FINANCIAL ACCOMMODATIONS. Mortgagor, who may or may not be the same person or entity as Borrower, and Mortgagee each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Mortgagor and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, 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.

MORTGAGEE'S REPRESENTATIONS AND WARRANTIES. Mortgagee represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (D) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Subordination, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Mortgagee.

MORTGAGEE WAIVERS. Mortgagee 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 any Superior Indebtedness secured by Lender's Lien, 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 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 collateral 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 Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (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 of it, 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 collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, 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 of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of Borrower under the provisions of the Bankruptcy Code, as amended, this Subordination shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination provided under this Subordination in approving any such plan of reorganization or arrangement. 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.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination 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. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including

**SUBORDINATION OF MORTGAGE
(Continued)**

efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Minnesota.

Choice of Venue. If there is a lawsuit, Mortgagee agrees upon Lender's request to submit to the jurisdiction of the courts of Itasca County, State of Minnesota.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination 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 Subordination 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 Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, 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 granted or withheld in the sole discretion of Lender.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED APRIL 4, 2022.

BORROWER:

JBS HOLDINGS LLC

By: _____
Jason B Sheiman, Chief Manager of JBS Holdings LLC

By: _____
William J Shaughnessy, Secretary/Treasurer of JBS Holdings LLC

MORTGAGEE:

CITY OF GRAND RAPIDS

By: _____
Dale R Christy, Mayor of City Of Grand Rapids

LENDER:

GRAND RAPIDS STATE BANK

X _____
Stephanie M Gambill, Vice President

**SUBORDINATION OF MORTGAGE
(Continued)**

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____ by **Stephanie M Gambill** as Vice President of **Grand Rapids State Bank**.

Signature of Notarial Officer

Title (and Rank)
My commission expires _____

SUBORDINATION OF MORTGAGE

RECORDATION REQUESTED BY:

Grand Rapids State Bank
Main Office
523 NW First Ave
Grand Rapids, MN 55744

WHEN RECORDED MAIL TO:

Grand Rapids State Bank
Main Office
523 NW First Ave
Grand Rapids, MN 55744

SEND TAX NOTICES TO:

JBS Holdings LLC
415 NW 8th Ave
Grand Rapids, MN 55744



#####112504042022

NOTICE: THIS SUBORDINATION OF MORTGAGE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION OF MORTGAGE dated April 4, 2022, is made and executed among JBS Holdings LLC ("Borrower"); City Of Grand Rapids ("Mortgagee"); and Grand Rapids State Bank ("Lender").

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

a Mortgage in the amount of \$24,000.00 dated July 22, 2016 Executed by JBS Holdings, LLC to the City of Grand Rapids.

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a mortgage dated July 22, 2016 from JBS Holdings LLC ("Mortgagor") to City Of Grand Rapids ("Mortgagee") (the "Subordinated Mortgage") and recorded in Itasca County, State of Minnesota as follows:

Recorded on September 30, 2016 as Document Number A000707062.

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following described real property (the "Real Property") located in Itasca County, State of Minnesota:

See Attached Exhibit "A", which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as 521 Canal Street, Grand Rapids , MN 55744. The Real Property tax

SUBORDINATION OF MORTGAGE (Continued)

identification number is 91-720-0610.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

a Mortgage dated April 4, 2022 in the amount of \$2,732,000.00.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated April 4, 2022, from Borrower to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Mortgage.

REQUESTED FINANCIAL ACCOMMODATIONS. Mortgagor, who may or may not be the same person or entity as Borrower, and Mortgagee each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Mortgagor and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, 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.

MORTGAGEE'S REPRESENTATIONS AND WARRANTIES. Mortgagee represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (D) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Subordination, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Mortgagee.

MORTGAGEE WAIVERS. Mortgagee 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 any Superior Indebtedness secured by Lender's Lien, 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 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 collateral 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 Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (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 of it, 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 collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, 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 of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of Borrower under the provisions of the Bankruptcy Code, as amended, this Subordination shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination provided under this Subordination in approving any such plan of reorganization or arrangement. 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.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination 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. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including

**SUBORDINATION OF MORTGAGE
(Continued)**

efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Minnesota.

Choice of Venue. If there is a lawsuit, Mortgagee agrees upon Lender's request to submit to the jurisdiction of the courts of Itasca County, State of Minnesota.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination 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 Subordination 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 Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, 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 granted or withheld in the sole discretion of Lender.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED APRIL 4, 2022.

BORROWER:

JBS HOLDINGS LLC

By: _____
Jason B Sheiman, Chief Manager of JBS Holdings LLC

By: _____
William J Shaughnessy, Secretary/Treasurer of JBS Holdings LLC

MORTGAGEE:

CITY OF GRAND RAPIDS

By: _____
Dale R Christy, Mayor of City Of Grand Rapids

LENDER:

GRAND RAPIDS STATE BANK

X _____
Stephanie M Gambill, Vice President

**SUBORDINATION OF MORTGAGE
(Continued)**

This Subordination of Mortgage was drafted by:

Jennifer Dorr, Administrative Assistant
Grand Rapids State Bank
523 NW First Ave
Grand Rapids, MN 55744

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____ by Jason B Sheiman, Chief
Manager of JBS Holdings LLC and William J Shaughnessy, Secretary/Treasurer of JBS Holdings LLC.

Signature of Notarial Officer

Title (and Rank)
My commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____ by Dale R Christy, Mayor of City
Of Grand Rapids.

Signature of Notarial Officer

Title (and Rank)
My commission expires _____

**SUBORDINATION OF MORTGAGE
(Continued)**

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____ by **Stephanie M Gambill** as Vice President of **Grand Rapids State Bank**.

Signature of Notarial Officer

Title (and Rank)
My commission expires _____

SUBORDINATION OF MORTGAGE

RECORDATION REQUESTED BY:

Grand Rapids State Bank
Main Office
523 NW First Ave
Grand Rapids, MN 55744

WHEN RECORDED MAIL TO:

Grand Rapids State Bank
Main Office
523 NW First Ave
Grand Rapids, MN 55744

SEND TAX NOTICES TO:

JBS Holdings LLC
415 NW 8th Ave
Grand Rapids, MN 55744



#####112504042022

NOTICE: THIS SUBORDINATION OF MORTGAGE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION OF MORTGAGE dated April 4, 2022, is made and executed among JBS Holdings LLC ("Borrower"); City Of Grand Rapids ("Mortgagee"); and Grand Rapids State Bank ("Lender").

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

a Mortgage in the amount of \$15,582.00 dated December 27, 2016 Executed by Canal Apartments, LLC to the City of Grand Rapids.

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a mortgage dated December 27, 2016 from JBS Holdings LLC ("Mortgagor") to City Of Grand Rapids ("Mortgagee") (the "Subordinated Mortgage") and recorded in Itasca County, State of Minnesota as follows:

Recorded on December 30, 2016 as Document Number A000709508.

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following described real property (the "Real Property") located in Itasca County, State of Minnesota:

See Attached Exhibit "A", which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as 521 Canal Street, Grand Rapids , MN 55744. The Real Property tax

SUBORDINATION OF MORTGAGE (Continued)

identification number is 91-720-0610.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

a Mortgage dated April 4, 2022 in the amount of \$2,732,000.00.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated April 4, 2022, from Borrower to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Mortgage.

REQUESTED FINANCIAL ACCOMMODATIONS. Mortgagor, who may or may not be the same person or entity as Borrower, and Mortgagee each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Mortgagor and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trusts, assignment, pledge, 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.

MORTGAGEE'S REPRESENTATIONS AND WARRANTIES. Mortgagee represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (D) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Subordination, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Mortgagee.

MORTGAGEE WAIVERS. Mortgagee 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 any Superior Indebtedness secured by Lender's Lien, 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 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 collateral 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 Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (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 of it, 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 collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, 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 of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of Borrower under the provisions of the Bankruptcy Code, as amended, this Subordination shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination provided under this Subordination in approving any such plan of reorganization or arrangement. 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.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination 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. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including

**SUBORDINATION OF MORTGAGE
(Continued)**

efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Minnesota.

Choice of Venue. If there is a lawsuit, Mortgagee agrees upon Lender's request to submit to the jurisdiction of the courts of Itasca County, State of Minnesota.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination 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 Subordination 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 Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, 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 granted or withheld in the sole discretion of Lender.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED APRIL 4, 2022.

BORROWER:

JBS HOLDINGS LLC

By: _____
Jason B Sheiman, Chief Manager of JBS Holdings LLC

By: _____
William J Shaughnessy, Secretary/Treasurer of JBS Holdings LLC

MORTGAGEE:

CITY OF GRAND RAPIDS

By: _____
Dale R Christy, Mayor of City Of Grand Rapids

LENDER:

GRAND RAPIDS STATE BANK

X _____
Stephanie M Gambill, Vice President



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider approving an amendment to the operating agreement with Bird Rides, Inc.

PREPARED BY: Matt Wegwerth

BACKGROUND:

In March of 2021, the City entered into an operating agreement with Bird Rides, Inc. for the operation of scooters within the City. This agreement expires on April 1, 2022. The attached amendment extends the term of the agreement and also addresses the placement of the scooters.

City staff recommend approving the amendment.

REQUESTED COUNCIL ACTION:

Make a motion to approve an amendment to the operating agreement with Bird Rides, Inc. and authorize the Mayor to sign

Extension Amendment to Interim Operating Agreement

This extension amendment (this “Amendment”) dated as of 3/28/2022 is entered into by and between Bird Rides, Inc., located at 406 Broadway, #369, Santa Monica, CA, 90401 (“Company”), and the City of Grand Rapids, MN, located at 420 North Pokegama Avenue, Grand Rapids, MN 55744 (“City”), and amends that certain Operating Agreement dated as of 4/1/2021, by and between Company and City (as further amended, restated, supplemented, or modified from time to time prior to the date hereof, the “Agreement”).

The Agreement is amended as follows:

- 1. Term. The term of the Agreement shall hereby continue through 4/1/2023 and shall automatically renew for successive one month terms thereafter unless terminated by either party.
- 2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier Amendment, the terms of this Amendment will prevail.
- 3. Unless otherwise stated in this Amendment, defined terms shall be given the meanings attributed to them in the Agreement.
- 4. Bird Rides, Inc. shall not place scooters within a sidewalk or pedestrian ramp in the City Right-of-Way. Scooters may be placed adjacent to the sidewalk, within a green space. Additionally, Bird Rides, Inc. shall provide educational material to all riders on how scooters should be parked after completing a ride. Failure to meet these requirements may be cause for immediate suspension of said agreement.

Company:
Bird Rides, Inc.

By: Austin Marshburn
Name: Austin Marshburn
Title: Head of City & University Partnerships

City:
City of Grand Rapids, MN

By: _____
Name:
Title:



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 3-28-22

AGENDA ITEM: Consider agreements with Blandin Paper, The Reif Arts Council, and KAXE for music festivals.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Last September KAXE, The Reif Arts Council and City, created Grand Rapids Riverfest in an effort to grow tourism and exposure to the community and help business recover as a result of COVID.

This year The Reif Arts Council is going to focus on Grand Jam in July and KAXE is going to focus on GR Riverfest in September. Both of these events, based on data from last year's event will bring people from beyond the region and State of Minnesota.

Attached are three agreements related to the two events.

REQUESTED COUNCIL ACTION:

Make a motion to approve agreements with Blandin Paper, The Reif Arts Council, and KAXE for music festivals.

AGREEMENT

This Agreement is between the City of Grand Rapids (“City”), and The Reif Arts Council (“Reif”), to manage a music festival (“Event”) on the Itasca County Fairgrounds property located in Grand Rapids, Minnesota.

WHEREAS, COVID-19 has negatively impacted the community’s tourism, non-profit, and entertainment industries like hotels, restaurants, small businesses; and

WHEREAS, The City and Reif, desire to manage a music festival on July 23, 2022, that will positively impact the community’s tourism, non-profit, and entertainment industries;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Scope of Work.
 - a. The name of the Event is “Grand Jam”.
 - b. The Event shall occur on July 23, 2022.
 - c. The Event shall be held on City property located at the Itasca County Fairgrounds.

2. Responsibilities
 - a. The City shall provide the following items at no-cost to Reif :
 - i. Provide security.
 - ii. Provide temporary traffic control.
 - iii. Create temporary fencing around the venue.
 - iv. Provide tables and chairs.
 - v. Provide portable toilets to accommodate 5,000 people.
 - vi. Provide garbage/refuse.
 - vii. Assist Reif by sharing promotional information on the City social media platform.
 - viii. Shall insure the event through the City’s liability insurance and name the Reif as an additional insured.
 - b. The Reif shall provide the following items at no-cost to City:
 - i. Secure/negotiate contracts for all musicians to perform at the Event.
 - ii. Act as the fiscal agent and manage tickets sales for the Event.
 - iii. Secure all required music equipment, including the stage.
 - iv. Provide staffing and volunteers to operate the Event.
 - v. Utilize the promotional platforms available to promote the Event.
 - vi. Seek grants that will assist in funding the Event.

- 3. Financials
 - a. The City shall:
 - i. Not receive any proceeds from the Event.
 - b. The Reif shall:
 - i. Contribute any sponsorships or grants received for the Event to the revenues for the event.
 - ii. Purchase with Event revenues any hospitality rider expenses, including hotels and meals required by performs on Friday and Saturday of the Event.
 - iii. Receive 95% of proceeds greater than expenses for the Event.
 - iv. Donate 5% of proceeds greater than expenses to the Grand Rapids Area Library Foundation.

- 4. Hold harmless
 - a. The City and Reif, agree to hold the City of Grand Rapids, its officers, agents, employees, successors and assigns, harmless and to indemnify them against any and all claims or liability for any claims, actions, causes of action, suits, or demands of any sort for damages on account of personal injuries related to or arising out of the use of the premises by the above-named parties or any of its agents, employees, officers, or independent contractors.

 - b. The City and Reif must maintain Worker Compensation Policies covering all of their employees, subcontractors, and all other personnel who are involved in the installation, operation and or maintenance of the equipment provided by the Producer. Volunteers are exempt from this agreement.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth below.

City of Grand Rapids:

The Reif:

By: _____

By: _____

Name: Dale Christy, Mayor

Printed Name: Shantel Dow, Executive Director

By: _____

Name: Kim Gibeau, City Clerk

AGREEMENT

This Agreement is between the City of Grand Rapids (“City”) and Northern Community Radio (“KAXE”), to create and manage a music festival (“Event”) on Block 19 in Grand Rapids, Minnesota.

WHEREAS, COVID-19 has negatively impacted the community’s tourism, non-profit, and entertainment industries like hotels, restaurants, small businesses; and

WHEREAS, The City and KAXE, desire to create and manage a music festival on the second weekend of September that will positively impact the community’s tourism, non-profit, and entertainment industries;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Scope of Work.
 - a. The name of the Event is “Grand Rapids Riverfest”.
 - b. The Event shall occur September 10, 2022.
 - c. The Event shall be held at the Grand Rapids Area Library.

2. Responsibilities
 - a. The City shall provide the following items at no-cost to KAXE:
 - i. Provide the venue.
 - ii. Provide security.
 - iii. Provide temporary traffic control.
 - iv. Create temporary fencing around the venue.
 - v. Provide tables and chairs.
 - vi. Provide portable toilets to accommodate up to 5,000 people.
 - vii. Provide garbage/refuse.
 - viii. Contract with the Headliner Act.
 - ix. Seek grants that will assist in funding the Event.
 - x. Assist KAXE by sharing promotional information on the City social media platform.
 - xi. Shall provide insurance for the Event.
 - b. KAXE shall provide the following items at no-cost to City:
 - i. Act as the fiscal agent and manage tickets sales for the Event.
 - ii. Secure all required music equipment, including the stage.
 - iii. Provide staffing and volunteers to operate the Event.
 - iv. Utilize the promotional platforms available to promote the Event.
 - v. Seek grants that will assist in funding the Event.
 - vi. Secure/negotiate contracts for the headliner and a minimum of three opening acts for the Event.

3. Financials
 - a. The City shall:
 - i. Not receive any proceeds greater than expenses for the Event.

 - b. KAXE shall:

- i. Contribute any sponsorships or grants received for the Event to the revenues for the event.
- ii. Purchase with Event revenues any hospitality rider expenses, including hotels and meals required by performers for the Event.
- iii. Shall contribute \$140,000 to the City to pay for the Headliner Act prior to October 1, 2022.
- iv. Receive 95% of proceeds greater than expenses for the Event.
- v. Shall contribute 5% of proceeds greater than expenses for the Event to the Grand Rapids Area Library Foundation.

4. Hold harmless

- a. The City and KAXE, agree to hold the City of Grand Rapids, its officers, agents, employees, successors and assigns, harmless and to indemnify them against any and all claims or liability for any claims, actions, causes of action, suits, or demands of any sort for damages on account of personal injuries related to or arising out of the use of the premises by the above-named parties or any of its agents, employees, officers, or independent contractors.
- b. The City and KAXE, must maintain Worker Compensation Policies covering all of their employees, and will ensure that subcontractors, and all other personnel who are involved in the installation, operation and or maintenance of the equipment provided by the Producer do as well. Volunteers are exempt from this agreement.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth below.

City of Grand Rapids:

By: _____

Name: Dale Christy, Mayor

By: _____

Name: Kim Gibeau, City Clerk

Northern Community Radio:

By: _____

Name: Sarah Bignall, Interim GM

PARKING LOT LEASE

This Lease Agreement (Lease) is entered into this ____ day of _____, 2022, by and between Blandin Paper Company (Lessor) and the City of Grand Rapids (Lessee) as follows:

1. The Lessee is hosting Grand Rapids Riverfest (Event) on September 10th 2022 and has a need for public parking and Lessor has a parking lot (Lot) in close proximity to the Event at the following location:
 - a. Parking Lot A – Lots 1-6 and 19-24 of Block 27 of the plat of Grand Rapids; and
2. Lessor shall lease said Lots to Lessee for use by the public from Friday, September 9, 2022, through Sunday, September 11, 2022.
3. In exchange for use of the Lots Lessee shall:
 - a. Sweep the Lot on Sunday, September 12, 2022, after the Event has been completed.
 - b. There will be no monetary exchange for use of Lots by Lessee.
4. Lessor shall in no way be liable or responsible for any accident or damage that may occur during the term of this Lease. Lessee shall indemnify Lessor, defend and hold it harmless against any and all liabilities, loss, cost, damage or expense which may accrue to Lessor or be claimed against Lessor by reason of any act or omission of the Lessee in hosting this event.
5. Lessee shall name Lessor as an additional insured by endorsement to its general liability insurance through the League of Minnesota Cities for all liability arising from this Lease.
6. This Lease shall expire at midnight, September 11, 2022, upon termination of the event for which it was created.

IN WITNESS WHEREOF the parties have executed this Lease effective as of the date written above.

BLANDIN PAPER COMPANY, LESSOR

CITY OF GRAND RAPIDS, LESSEE

By: _____

By: _____

Date: _____

Date: _____

By: _____

Date: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider appointing Bryce Prudhomme to the position of Police Officer.

PREPARED BY: Lynn DeGrio

BACKGROUND:

At the March 14, 2022 City Council meeting, the Council approved an eligibility list for Police Officer. Chief of Police Steve Schaar has reviewed the list and would like to appoint Bryce Prudhomme to the position effective May 2, 2022.

Bryce graduated from St. Croix Lutheran High School in West St. Paul, MN and received a Bachelor's Degree in Criminal Justice with a minor in Psychology from North Dakota State University. He completed his Law Enforcement Skills from Alexandria Technical Community College.

Bryce also completed all four phases of the ICLD Leadership course provided by Minnesota Sheriff's Association and the Taser Instructor course in September of 2019. He obtained an EMR certificate and First Aid/CPR in 2021.

Bryce currently works as a Corrections Officer for Otter Tail County Sheriff's Office, where he has been employed since June 2017.

This is a budgeted position.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Bryce Prudhomme to the position of Police Officer effective May 2, 2022 at a rate of \$28.88 per hour subject to a background check, drug test, pre-employment medical exam, and psychological exam.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 3/28/2022

AGENDA ITEM: Authorize final payment and change order on Engine 21 to Rosenbauer

PREPARED BY: Travis Cole

BACKGROUND:

On 12/21/2020, City council approved the purchase of a new fire engine from Rosenbauer for \$707,835. The truck committee met for with Rosenbauer during pre-con and mid inspection to discuss build and make any needed modifications. It was determined at those meeting to make some needed changes before the truck bodywork took place. The change orders from those meetings total \$734. The chassis payment was paid on 11/16/2021 for a total of \$291,060 leaving an ending balance of \$417,509.

REQUESTED COUNCIL ACTION:

Make a motion to authorize change orders and final payment to Rosenbauer Minnesota. LLC for a total purchase of \$417,509 for fire Engine 21.



Invoice

Rosenbauer Minnesota, LLC

5181 260th Street
 PO Box 549
 Wyoming, MN 55092
 P:651-462-1000 / F:651-462-1700

PAGE: 1
 Invoice# 67945
 Date: 3/9/2022
 VIN: 54F2FCCX1MWM13049

Sold To		Ship To	
City of Grand Rapids		City of Grand Rapids	
420 N. Pokegama Avenue		420 N. Pokegama Avenue	
Grand Rapids, MN 55744		Grand Rapids, MN 55744	

Customer ID	Customer PO	Terms	Job Number	
104602	Contract	Net Due Upon Delivery	G15209	
Qty	Description		Price	Amount
1.00	Rosenbauer Pumper Final Per Contract		\$ 707,835.00	\$ 707,835.00
1.00	Change Order #1		\$ 1,234.00	\$ 1,234.00
1.00	Change Order #2		\$ (500.00)	\$ (500.00)
1.00	Chassis Payment - Received 11/16/2021		\$ (291,060.00)	\$ (291,060.00)
Bank Wiring Instructions: Rosenbauer Minnesota, LLC <i>Name and Address of Bank:</i> Wells Fargo Bank Minnesota, N.A. Forest Lake Office 208 South Lake Street Forest Lake, MN 55025 <i>Telephone Number:</i> 651-205-5713 <i>Bank Routing Number:</i> 121000248 <i>Bank Account Number:</i> 397 200 1140 <i>Bank Account Name:</i> Rosenbauer Minnesota, LLC FEIN:41-1808379 / MN Sales Tax Exempt ID:209-3960				
THANK YOU!			TOTAL USD	\$ 417,509.00

CHANGE ORDER #1

Grand Rapids, MN

DEALER/CUSTOMER/FACTORY APPROVED

Body Job #:

15209

DATE: February 8, 2021

Initiated By: Dealer/Customer

CHASSIS CHANGES

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
				{Qty} days will be added to the scheduled delivery date due to lead times of components and fabrication.	\$0
				Previous CO...	
				Office Use Only	
1		1			\$0
2	CHANGE	1	03-05-6300	Change rear corner cabinets with roll up doors to be on sides of two person seat box instead of on full width seat box. Driver side compartment to run ceiling to floor, passenger side to run from ceiling to top of where Fridge will sit so body division will probably want to build this side	\$202
3	CHANGE	1	03-09-3110	Change full width seat box to two person seat box	(\$405)
4		1			\$0
5	CHANGE	1	08-02-0104	Change rear HVAC controls from rear facing to forward facing rear wall	\$0
6	DELETE	-1	03-08-0600	Delete upper side forward windows	(\$363)
7	ADD	1	03-06-1214	Add polished stainless steel door jamb scuff plates (NOT LINEX)	\$567
8	ADD	1	04-09-0220	Rear 24" raised roof exterior wall treadplate (NOT LINEX)	\$1,233
9		1			\$0
10		1			\$0
11		1			\$0
12		1			\$0
13		1			\$0
14		1			\$0
15		1			\$0
16		1			\$0
17		1			\$0
18		1			\$0
19		1			\$0
20		1			\$0
21		1			\$0
22		1			\$0
23		1			\$0
24		1			\$0
25		1			\$0
26		1			\$0
27		1			\$0
28		1			\$0
29		1			\$0
30		1			\$0

CHANGE ORDER #1

Grand Rapids, MN

DEALER/CUSTOMER/FACTORY APPROVED

Body Job #:

15209

DATE: February 8, 2021

Initiated By: Dealer/Customer

CHASSIS CHANGES

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
31		1			\$0
32		1			\$0
33		1			\$0
34		1			\$0
35		1			\$0
36		1			\$0
37		1			\$0
38		1			\$0
39		1			\$0
40		1			\$0
41		1			\$0
42		1			\$0
43		1			\$0
44		1			\$0
45		1			\$0
46		1			\$0
47		1			\$0
48		1			\$0
49		1			\$0
50		1			\$0
51		1			\$0
52		1			\$0
53		1			\$0
54		1			\$0
55		1			\$0
56		1			\$0
57		1			\$0
58		1			\$0
59		1			\$0
60		1			\$0
61		1			\$0
62		1			\$0
63		1			\$0
64		1			\$0
65		1			\$0

CHANGE ORDER #1

Grand Rapids, MN

DEALER/CUSTOMER/FACTORY APPROVED

Body Job #:

15209

DATE: February 8, 2021

Initiated By: Dealer/Customer

CHASSIS CHANGES

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
66		1			\$0
67		1			\$0
68		1			\$0
69		1			\$0
70		1			\$0
71		1			\$0
72		1			\$0
73		1			\$0
74		1			\$0
75		1			\$0
76		1			\$0
77		1			\$0
78		1			\$0
79		1			\$0
80		1			\$0
81		1			\$0
82		1			\$0
83		1			\$0
84		1			\$0
85		1			\$0
86		1			\$0
87		1			\$0
88		1			\$0
89		1			\$0
90		1			\$0

We hereby agree to make change(s) specified above at this price

\$1,234

CHANGE ORDER #2

Grand Rapids, MN

DEALER/CUSTOMER/FACTORY APPROVED

Body Job #:

15209

DATE: February 8, 2021

Initiated By: Dealer/Customer

BODY CHANGES

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
				{Qty} days will be added to the scheduled delivery date due to lead times of components and fabrication.	\$0
				Previous CO...	
				Office Use Only	
1	CHANGE	1	33-61-1320	Change to a 15" tailboard	\$74
2	ADD	1	59-02-1110	Black out chrome on Roto Ray	\$332
3	CHANGE	1	44-10-2710	Change all 4 SCBA/Fuel doors to be Black Linex instead of paint	\$605
4	DELETE	-1	80-43-3116	Delete Linex from Walkway and walkway compartments	(\$1,070)
5	DELETE	-1	80-43-3120	Delete Linex from Crosslay cover and Panels	(\$482)
6	CHANGE	1	80-43-3300	Delete top of body Linex	(\$1,187)
7	ADD	1	33-66-2140	Add three more front steps black on right side of truck	\$727
8	CHANGE	1	26-35-5250	Change Top mount pump panel and side upper and lower panels to brushed stainless steel NOT Linex	(\$445)
9	ADD	1	45-19-1200	Add pegboard rear wall of R1	\$385
10	CHANGE	1	45-19-1100	R2 Rear wall mounting panel should be pegboard not smooth. Dealer pay for this change	\$0
11	CHANGE	1	45-16-1100	R3 Change the 3 toolboards to be pegboard instead of smooth aluminum	\$252
12	ADD	1	60-25-9610	Add one additional 4 place power strip for a total of nine. Update build file QTY. Software would not let Steve H change QTY	\$309
13		1			\$0
14		1			\$0
15		1			\$0
16		1			\$0
17		1			\$0
18		1			\$0
19		1			\$0
20		1			\$0
21		1			\$0
22		1			\$0
23		1			\$0
24		1			\$0
25		1			\$0
26		1			\$0
27		1			\$0
28		1			\$0
29		1			\$0
30		1			\$0
31		1			\$0

CHANGE ORDER #2

Grand Rapids, MN

DEALER/CUSTOMER/FACTORY APPROVED

Body Job #:

DATE: February 8, 2021
Initiated By: Dealer/Customer

15209

BODY CHANGES

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
32		1			\$0
33		1			\$0
34		1			\$0
35		1			\$0
36		1			\$0
37		1			\$0
38		1			\$0
39		1			\$0
40		1			\$0
41		1			\$0
42		1			\$0
43		1			\$0
44		1			\$0
45		1			\$0
46		1			\$0
47		1			\$0
48		1			\$0
49		1			\$0
50		1			\$0

We hereby agree to make change(s) specified above at this price (\$500)



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: March 28, 2022

AGENDA ITEM: Consider adopting a resolution accepting a donation of \$1,408.00 from Fraternal Order of Eagles Club Aerie #2469, \$1,408.00 from Fraternal Order of Eagles Club Auxiliary #2469, \$2,816.00 from Fraternal Order of Eagles Club #2469 and donation of \$2,816.00 from VFW Post 1720 to purchase 6 Zoll AED Plus Units

PREPARED BY: Andy Morgan

BACKGROUND:

Officer Ashley Moran approached the above organizations and groups in search of donations to purchase new Zoll Plus (Automated External Defibrillator) AEDs to replace expired AEDs.

To give you some background, all of our officers are trained as Emergency Medical Responders (EMR'S) and respond to all medicals within the city. They have extensive training for medical emergencies including the use of AED'S.

Currently we use three different types of AED's in our department, with all being at the end of their life expectancy. Our goal is to replace these over time and all being the same Zoll Plus AED model.

We are pleased to announce that we received the above donations from the above identified community partners.

ATTACHMENTS:

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting a donation of \$1,408.00 from Fraternal Order of Eagles Club Aerie #2469, \$1,408.00 from Fraternal Order of Eagles Club #2469 Auxiliary, \$2,816.00 from Fraternal Order of Eagles Club #2469 and donation of \$2,816.00 from VFW Post 1720 to purchase 6 Zoll AED Plus Units

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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A DONATION OF \$1,408.00 FROM FRATERNAL ORDER OF EAGLES CLUB #2469 AERIE, \$1,408.00 FROM FRATERNAL ORDER OF EAGLES CLUB #2469 AUXILIARY, \$2,816.00 FROM FRATERNAL ORDER OF EAGLES CLUB #2469 AND \$2,816.00 FROM VFW POST 1720 TO PURCHASE A TOTAL OF SIX (6) ZOLL AED PLUS UNITS

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:

- Fraternal Order of Eagles Aerie has donated \$1,408.00 to the Grand Rapids Police Department for the purchase of one (1) Zoll AED Plus unit.
- Fraternal Order of Eagles Auxiliary has donated \$1,408.00 to the Grand Rapids Police Department for the purchase of one (1) Zoll AED Plus unit.
- Fraternal Order of Eagles has donated \$2,816.00 to the Grand Rapids Police Department for the purchase of two (2) Zoll AED Plus unit.
- VFW Post 1720 has donated \$2,816.00 to the Grand Rapids Police Department for purchase of two (2) Zoll AED Plus units.

Adopted this 28TH day of March, 2022

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.