



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

## **CITY COUNCIL MEETING AGENDA**

**Monday, July 24, 2023**

**5:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, July 24, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

1. Approve Council minutes for Monday, July 10, 2023 Regular meeting and Closed meeting summary.

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period of July 4, 2023 to July 17, 2023 in the total amount of \$3,322,728.24 of which \$258,817.50 are debt service payments.

**ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:**

3. Review and acknowledge the following minutes:
  - ~ May 4, 2023 Planning Commission
  - ~ May 16, 2023 Arts & Culture Commission
  - ~ May 17, 2023 Public Utilities Commission
  - ~ May 31, 2023 Economic Development Authority
  - ~ June 7, 2023 Human Rights Commission
  - ~ June 14, 2023 Library Board
  - ~ June 20, 2023 Golf Board

**CONSENT AGENDA:**

4. Consider approving temporary liquor license for St. Joseph's Church
5. Adopt a Resolution Accepting an FAA Grant in the amount of \$425,095 for the North Taxilane Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

- [6.](#) Adopt a Resolution Accepting an FAA Grant in the amount of \$61,894 for the Crack Seal Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.
- [7.](#) Consider approving a joint powers agreement with Harris Township and Blackberry Township to regulate utility rates
- [8.](#) Consider approving change orders related to IRA Civic Center project.

SET REGULAR AGENDA:

POLICE:

- [9.](#) Consider adopting a resolution accepting the donations from 2023 National Night Out Supporters of Barnaba 22 LLC, John Dimich Law and Blandin Paper Company.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 14, 2023, AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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## **CITY COUNCIL CLOSED MEETING MINUTES**

**Monday, July 10, 2023**

**4:30 PM**

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

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

STAFF: Tom Pagel, Chad Sterle, Rob Mattei, Kimberly Gibeau

### **BUSINESS:**

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

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

1. Conduct discussions relative to the possible sale of real property (Property ID: 91-415-3630 and 91-410-0610) pursuant to Minnesota Statute 13D.05, Subd. 3(c)

Mr. Mattei provided background information relative to possible sale of identified property.

Following discussion, Mayor Christy called for a motion to close the closed meeting.

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

### **ADJOURN:**

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

Respectfully submitted:

*Kimberly Gibeau*  
 Kimberly Gibeau, City Clerk



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## **CITY COUNCIL MEETING MINUTES**

**Monday, July 10, 2023**

**5:00 PM**

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

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

**STAFF:** Tom Pagel, Chad Sterle, Andy Morgan, Barb Baird, Travis Cole, Nate Morlan, Shawn Graeber, Paul Martinetto

### **PROCLAMATIONS/PRESENTATIONS:**

1. National Life Saving Award Presentation - VFW Club

Joel Kvilvang, VFW Commander, presented the National Life Saving Award to the Grand Rapids Fire Department.

### **PUBLIC FORUM:**

No one from the public wished to speak.

### **COUNCIL REPORTS:**

No Council reports.

### **APPROVAL OF MINUTES:**

2. Approve Council minutes for Monday, June 26, 2023 Worksession and Regular meetings.

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

### **VERIFIED CLAIMS:**

3. Approve the verified claims for the period June 20, 2023 to July 3, 2023 in the total amount of \$1,132,944.19.

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



## CONSENT AGENDA:

4. Consider adopting a resolution approving LG230 Application for Off-Site Gambling for Confidence Learning Center

### **Adopted Resolution 23-43**

5. Consider adopting a resolution accepting a Development Infrastructure Grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR)

### **Adopted Resolution 23-44**

6. Consider approving temporary liquor license for Bemidji Brewing for 2023 Riverfest.
7. Consider and agreement with the bands: Verge, Adessa and the Beat and Brothers Burn Mountain for Tall Timber Days
8. Consider accepting the resignation of Richard Pederson from the Police Community Advisory Board and authorize filling the vacancy.
9. Consider approving temporary liquor licenses for American Legion Post 476 for the Itasca County Fair
10. Consider approving the Mayors Art Award policy
11. Consider approving change orders related to IRA Civic Center project.

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

## SET REGULAR AGENDA:

Motion made by Councilor Sutherland, Second by Councilor MacGregor to approve the Regular agenda as presented. Voting Yea: Mayor Christy, Councilor MacGregor, Councilor Sutherland

## ADMINISTRATION:

12. Consider approving three agreements related to the 2023 Art Project

Administrator Pagel presented art project plans for a sculpture in the Legion Park.

Motion made by Councilor MacGregor, Second by Councilor Sutherland to approve agreements with Ann Klefstad, Greg Mueller and Tom Page as presented. Voting Yea: Mayor Christy, Councilor MacGregor, Councilor Sutherland

13. Consider Extending loud noise ordinance from 10 pm to Midnight on September 9, 2023

Mr. Pagel explains that the Riverfest event is scheduled to end at 10:00 PM but there are after party activities within the Community that may continue until after the 10:00 PM noise restriction.

Motion made by Councilor MacGregor, Second by Councilor Sutherland to approve extending the loud noise ordinance from 10:00 PM to midnight on September 9, 2023 for commercial business districts only. Voting Yea: Mayor Christy, Councilor MacGregor, Councilor Sutherland

#### COMMUNITY DEVELOPMENT:

14. Consider approval of a resolution and letter in support of an application by the Itasca County HRA to the Minnesota Housing Finance Administration for the development of eight additional affordable, owner-occupied, single-family homes in Forest Lake Addition.

Motion made by Councilor MacGregor, Second by Councilor Sutherland to **adopt Resolution 23-45**, supporting Itasca County HRA application for development of eight additional affordable, owner-occupied single family homes in Forest Lake Addition as presented. Voting Yea: Mayor Christy, Councilor MacGregor, Councilor Sutherland

#### CITY COUNCIL:

15. Consider appointing two members to the Police Community Advisory Board.

Councilor Sutherland states that he has interviewed three applicants interested in the PCA Board and recommends appointing Nikki Roberts and Cassie Casteel to fill the vacancies.

Motion made by Councilor Sutherland, Second by Councilor MacGregor to appoint Nikki Roberts and Cassie Casteel to the PCA Board, terms to expire December 31, 2024. Voting Yea: Mayor Christy, Councilor MacGregor, Councilor Sutherland

#### ADJOURNMENT:

There being no further businesses, the meeting adjourned at 5:30 PM.

Respectfully submitted:

*Kimberly Gibeau*

Kimberly Gibeau, City Clerk

DATE: 07/20/2023  
 TIME: 11:39:05  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/24/2023

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
0609575	FINNLY TECH INC	874.42
1800115	RTVISION INC	1,600.00
TOTAL		2,474.42
CITY WIDE		
0221650	BURGGRAF'S ACE HARDWARE	92.86
0715808	GOVCONNECTION INC	67.26
1805195	REDPATH AND COMPANY, LLC	2,040.00
1908248	SHERWIN-WILLIAMS	181.26
TOTAL CITY WIDE		2,381.38
SPECIAL PROJECTS-NON BUDGETED		
0315455	COLE HARDWARE INC	69.80
TOTAL SPECIAL PROJECTS-NON BUDGETED		69.80
SPECIAL PROJECTS-BUDGETED		
0920050	ITASCA COUNTY HISTORICAL	11,300.00
TOTAL SPECIAL PROJECTS-BUDGETED		11,300.00
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
TOTAL ADMINISTRATION		1,600.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	170.53
0221650	BURGGRAF'S ACE HARDWARE	27.98
0701650	GARTNER REFRIGERATION CO	2,204.00
0920060	ITASCA COUNTY TREASURER	239.61
1901535	SANDSTROM'S INC	293.54
2209421	VIKING ELECTRIC SUPPLY INC	343.80
TOTAL BUILDING SAFETY DIVISION		3,279.46
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	141.34

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VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
COMMUNITY DEVELOPMENT		
	TOTAL COMMUNITY DEVELOPMENT	141.34
FINANCE		
0718060	GRAND RAPIDS HERALD REVIEW	487.00
0809436	HILDI INC	2,050.00
1805195	REDPATH AND COMPANY, LLC	244.40
	TOTAL FINANCE	2,781.40
FIRE		
0118100	ARAMARK UNIFORM SERVICES	90.92
0121721	AUTO VALUE - GRAND RAPIDS	103.96
0221650	BURGGRAF'S ACE HARDWARE	380.84
0401804	DAVIS OIL INC	84.68
0513231	EMERGENCY APPARATUS	2,789.76
0920060	ITASCA COUNTY TREASURER	121.34
1200500	L&M SUPPLY	277.26
1415030	NAPA SUPPLY OF GRAND RAPIDS	22.71
	TOTAL FIRE	3,871.47
PUBLIC WORKS		
0103325	ACHESON TIRE INC	105.00
0221650	BURGGRAF'S ACE HARDWARE	661.22
0301685	CARQUEST AUTO PARTS	176.46
0315455	COLE HARDWARE INC	94.14
0401804	DAVIS OIL INC	2,409.35
0421470	DSC COMMUNICATIONS	65.00
0601690	FASTENAL COMPANY	1,020.31
0801825	HAWKINSON CONSTRUCTION CO INC	1,677.00
0801836	HAWKINSON SAND & GRAVEL	511.35
0920060	ITASCA COUNTY TREASURER	1,697.96
1015750	JOY'S GREEN HOUSE	2,389.76
1200500	L&M SUPPLY	1,208.77
1205110	LEASE LANDSCAPING INC	840.00
1415544	NORTHLAND PORTABLES	2,095.00
1800115	RTVISION INC	800.00
1813125	RMB ENVIRONMENTAL	27.23
1815120	ROB'S BOBCAT SERVICE INC	2,300.00
1911545	SKOGLUND ELECTRIC LLC	9,236.77
1920150	STATT LLC	600.00
1920555	STOKES PRINTING & OFFICE	30.85

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INVOICES DUE ON/BEFORE 07/24/2023

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-----		
GENERAL FUND		
PUBLIC WORKS		
2018560	TROUT ENTERPRISES INC	1,050.00
2209421	VIKING ELECTRIC SUPPLY INC	159.70
T001419	218 TREE SERVICE LLC	800.00
TOTAL PUBLIC WORKS		29,955.87
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	110.99
0315455	COLE HARDWARE INC	7.98
0920060	ITASCA COUNTY TREASURER	73.92
1301720	MATCO TOOLS	1,004.06
TOTAL FLEET MAINTENANCE		1,196.95
POLICE		
0100031	A&B MISHAPS	114.49
0103325	ACHESON TIRE INC	30.00
0121721	AUTO VALUE - GRAND RAPIDS	170.99
0121725	AUTOMOTIVE ELECTRIC LLC	125.88
0301685	CARQUEST AUTO PARTS	-52.60
0415529	DONDELINGER FORD	99.37
0920060	ITASCA COUNTY TREASURER	4,651.40
1909650	SIRCHIE ACQUISITION CO, LLC	189.58
1920233	STREICHER'S INC	356.00
2000010	3 MONTHS SUN PHOTOGRAPHY	440.00
TOTAL POLICE		6,125.11
RECREATION		
0609575	FINNLY TECH INC	624.58
TOTAL RECREATION		624.58
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	64.09
0218745	ASHLEY BRUBAKER	380.76
0221650	BURGGRAF'S ACE HARDWARE	66.95
1201730	LATVALA LUMBER COMPANY INC.	282.42
1901535	SANDSTROM'S INC	132.70
2209421	VIKING ELECTRIC SUPPLY INC	343.80
TOTAL		1,270.72

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INVOICES DUE ON/BEFORE 07/24/2023

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0121680	AUSTIN'S-MILLER'S ROOFING	39,960.00
0501650	EARL F ANDERSEN	1,626.70
0920060	ITASCA COUNTY TREASURER	197.33
TOTAL		41,784.03
CIVIC CENTER		
0609575	FINNLY TECH INC	874.42
TOTAL		874.42
GENERAL ADMINISTRATION		
0609575	FINNLY TECH INC	624.58
TOTAL GENERAL ADMINISTRATION		624.58
STATE HAZ-MAT RESPONSE TEAM		
0312110	CLAREY'S SAFETY EQUIPMENT INC	816.84
TOTAL		816.84
POLICE DESIGNATED FORFEITURES		
1915248	SHI INTERNATIONAL CORP	1,456.00
TOTAL		1,456.00
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	162.52
0920060	ITASCA COUNTY TREASURER	61.87
1200500	L&M SUPPLY	40.93
TOTAL		265.32
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00

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INVOICES DUE ON/BEFORE 07/24/2023

VENDOR #	NAME	AMOUNT DUE
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DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	219.71
	TOTAL	249.71
GO RFDG BONDS 2017B		
2100265	U.S. BANK	2,475.00
	TOTAL	2,475.00
GO ST RECON & CIP 2018A		
2100265	U.S. BANK	23,368.75
	TOTAL	23,368.75
GO & ABATEMENT BOND 2019A		
2100265	U.S. BANK	16,265.00
	TOTAL	16,265.00
GO STREET RECONST BONDS 2020A		
2100265	U.S. BANK	17,331.25
	TOTAL	17,331.25
GO & ABATEMENT BOND 2021B		
2100265	U.S. BANK	67,281.25
	TOTAL	67,281.25
GO IMP BONDS 2009C		
0315515	COMPUTERSHARE TRUST CO, NA	18,991.25
	TOTAL	18,991.25

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VENDOR #	NAME	AMOUNT DUE
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GO IMP, CIP & REFUNDING 2010A		
0315515	COMPUTERSHARE TRUST CO, NA	3,368.75
	TOTAL	3,368.75
GO IMP & RFNDING BONDS 2011B		
0315515	COMPUTERSHARE TRUST CO, NA	4,616.25
	TOTAL	4,616.25
GO IMPROVEMENT BONDS 2012A		
0315515	COMPUTERSHARE TRUST CO, NA	13,081.25
	TOTAL	13,081.25
GO IMPRV RECONST BONDS 2013B		
2100265	U.S. BANK	29,843.75
	TOTAL	29,843.75
GO IMP BONDS 2014A		
2100265	U.S. BANK	15,715.00
	TOTAL	15,715.00
GO IMPRV RECONST BONDS 2016A		
2100265	U.S. BANK	14,180.00
	TOTAL	14,180.00
GO IMPRV RECONST BONDS 2017A		
2100265	U.S. BANK	24,637.50
	TOTAL	24,637.50



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INVOICES DUE ON/BEFORE 07/24/2023

VENDOR #	NAME	AMOUNT DUE
-----		
1ST AVE CONDO ABATEMENT		
0100000	1ST AVE CONDOMINIUMS LLC	22,717.31
	TOTAL	22,717.31
TIF 1-8 LAKEWOOD APTS		
1201450	LAKEWOOD HEIGHTS	21,527.45
	TOTAL	21,527.45
TIF 1-6 OLD HOSPITAL BONDS		
2100265	U.S. BANK	7,662.50
	TOTAL	7,662.50
TIF 1-7 BLK 37 REDEVELOPMENT		
0718070	GRAND RAPIDS STATE BANK	7,193.31
	TOTAL	7,193.31
TIF 1-6 OLD HOSP HSING PAYGO		
0717989	GRAND PLAZA HOUSING	18,902.82
	TOTAL	18,902.82
TIF 1-10 RIVER HILLS APT		
1809793	RIVER HILLS OF GR, LLC	35,520.16
	TOTAL	35,520.16
TIF 1-11 SAWMILL INN REDEVELOP		
0718068	GRAND RAPIDS SAWMILL	31,934.15
	TOTAL	31,934.15

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VENDOR #	NAME	AMOUNT DUE
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TIF 1-12	PILLARS/KTJ338, LLC	
1120300	KTJ 338, LLC	92,576.08
	TOTAL	92,576.08
TIF 1-13	UNIQUE OPPORTUNITIES	
2114354	UNIQUE OPPORTUNITIES	23,211.77
	TOTAL	23,211.77
GR/COHASSET IND PK	INFRAS	
2000522	TNT CONSTRUCTION GROUP, LLC	11,399.05
	TOTAL	11,399.05
AIRPORT CAPITAL IMPRV	PROJECTS	
AP 2023-4	HANGAR UTILITIES	
0218115	BRAUN INTERTEC CORPORATION	866.25
2000522	TNT CONSTRUCTION GROUP, LLC	11,859.32
	TOTAL AP 2023-4 HANGAR UTILITIES	12,725.57
2021 INFRASTRUCTURE	BONDS	
2023-5 LIBRARY	FACADE RPR PJT	
0514145	ENCOMPASS	543.75
	TOTAL 2023-5 LIBRARY FACADE RPR PJT	543.75
CIVIC CENTER CAPITAL IMP	PJT	
IRA CIVIC CENTER	RENOVATION	
0218115	BRAUN INTERTEC CORPORATION	4,497.00
0315495	COMMERCIAL REFRIGERATION	298,775.00
0715808	GOVCONNECTION INC	1,260.88
0801670	HART ELECTRIC	131,452.50
0900054	ICS CONSULTING LLC	67,098.67
1301800	MAVO SYSTEMS INC	6,479.00
2000522	TNT CONSTRUCTION GROUP, LLC	633,005.69
2008225	THELEN HEATING & ROOFING INC	371,925.00
	TOTAL IRA CIVIC CENTER RENOVATION	1,514,493.74

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VENDOR #	NAME	AMOUNT DUE
2022	INFRASTRUCTURE/ARPA	
	FOREST LK UTILITY EXTENSIONS	
0301705	CASPER CONSTRUCTION INC	214,878.12
	TOTAL FOREST LK UTILITY EXTENSIONS	214,878.12
2023	INFRASTRUCTURE BONDS	
	CP2015-1 SYLVAN BAY OVR/UTIL	
2000522	TNT CONSTRUCTION GROUP, LLC	415,071.50
	TOTAL CP2015-1 SYLVAN BAY OVR/UTIL	415,071.50
STORM WATER UTILITY		
0514798	ENVIRONMENTAL EQUIPMENT AND	41.44
0801825	HAWKINSON CONSTRUCTION CO INC	1,525.68
0801836	HAWKINSON SAND & GRAVEL	289.40
0920060	ITASCA COUNTY TREASURER	388.44
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
2018560	TROUT ENTERPRISES INC	176.00
	TOTAL	4,620.96
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$2,799,276.64
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,691.06
0104095	DALE ADAMS	77.29
0113105	AMAZON CAPITAL SERVICES	1,488.12
0305530	CENTURYLINK QC	259.00
0504615	JUSTIN EDMUNDSON	40.00
0605191	FIDELITY SECURITY LIFE	106.54
0701105	KARL GAALAAS	69.00
0718015	GRAND RAPIDS CITY PAYROLL	320,689.89
0718070	GRAND RAPIDS STATE BANK	65.00
0815200	GLEN HODGSON	41.76
0920055	ITASCA COUNTY RECORDER	20.00
1115600	ADAM KORTEKAAS	293.47
1215250	LOFFLER COMPANIES INC	1,558.86
1301146	MARCO TECHNOLOGIES, LLC	100.65
1309098	MINNESOTA MN IT SERVICES	453.21
1309332	MN STATE RETIREMENT SYSTEM	2,184.00
1516220	OPERATING ENGINEERS LOCAL #49	121,170.00
1621130	P.U.C.	22,317.16
1721095	QUADIENT, INC	1,000.00
1801613	RAPIDS PRINTING	1,000.00

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INVOICES DUE ON/BEFORE 07/24/2023

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1903555	ERIK SCOTT	57.64
2021685	JAMIE TURNBULL	69.00
2209665	VISA	13,959.70
2209705	VISIT GRAND RAPIDS INC	30,740.25
T001284	HOTEL RAPIDS INC	1,000.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$523,451.60
TOTAL ALL DEPARTMENTS		\$3,322,728.24



CITY OF  
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 IT'S IN MINNESOTA'S NATURE

## PLANNING COMMISSION MEETING MINUTES

Thursday, May 04, 2023

4:00 PM

**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids Planning Commission will be held on Thursday, May 4, 2023 at 4:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**APPROVAL OF MINUTES:**

1. Consider approval of minutes from the April 6, 2023 regular meeting.

Motion by Commissioner Schnell, second by Commissioner Hubbes to approve the minutes from the April 6, 2023 regular meeting. The following voted in favor thereof: Gothard, Hubbes, Schnell, Goggin, Blake, Bignall. Opposed: None, motion passed unanimously.

**GENERAL BUSINESS:**

2. Consider a recommendation to the City Council regarding the final plat of Forest Lake Addition

Commissioner Johnson joined the meeting a 4:04 p.m.

At their April 6, 2023 meeting the Planning Commission forwarded a recommendation to the City Council to approve the preliminary plat of Forest Lake Addition. The City Council, at their April 24, 2023 regular meeting accepted the recommendation and approved the preliminary plat. The final plat documentation is complete and the petitioner is no requesting approval of the final plat of Forest Lake Addition.

Motion by Commissioner Hubbes, second by Commissioner Bignall that the Planning Commission does hereby forward to the City Council a recommendation to approve the final plat of Forest Lake Addition, contingent upon:

- In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the subdivision, and within it, as required within 1 year of the filing and recording of the Plat. The following voted in favor thereof: Bignall, Blake, Johnson, Goggin, Schnell, Hubbes, Gothard. Opposed: None, motion passed unanimously.

**PUBLIC INPUT:**

*Individuals may address the Planning Commission about any non-public hearing item or any item not included on the Regular Meeting Agenda. Speakers are requested to come to the podium, state their name and address for the record and limit their remarks to three (3) minutes.*

**MISCELLANEOUS:****REPORTS/ANNOUNCEMENTS/UPDATES:**

The vacation and rezone for the Forest Lake Addition have been approved by the City Council.

GREDA hired the consulting firm of SRF to update the Downtown Plan. The plan is in the final stages and the consultant will provide and update to the Planning Commission at a future meeting.

**ADJOURNMENT:**

There being no further business the meeting adjourned at 4:07 p.m.

**NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 1ST, 2023 AT 4:00 PM.**

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

**ATTEST:** Aurimy Groom, Administrative Assistant



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

**ARTS & CULTURE COMMISSION  
SPECIAL MEETING MINUTES**

**Tuesday, May 16, 2023  
3:45 PM**

**CALL TO ORDER:**

The meeting was called to order at 3:50pm by Commission Chair Hedlund.

**ROLL CALL:**

**PRESENT**

Commissioner Ed Zabinski  
Commissioner Kari Hedlund  
Commissioner Myrna Peterson  
Commissioner Aaron Squadroni  
Commissioner Amanda Lamppa  
Commissioner Angie Miskovich

**ABSENT**

Commissioner Jennifer Gorman  
Commissioner Derek Fox

Also present, City Administrator Tom Pagel and Emily Carlson, MacRostie Art Center Program Manager

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

None.

**SETTING THE AGENDA:**

**Motion made by Commissioner Peterson and Second by Commissioner Zabinski to approve the Agenda as written. All in favor, Motion passed.**

**CORRESPONDENCE:**

None.

**APPROVE MINUTES:**

1. Approve Minutes for April 4, 2023

**Motion made by Commissioner Zabinski and Second by Commissioner Squadroni to approve the April 4, 2023 minutes. All in favor, Motion passed.**

FINANCIALS: There has been no activity.

**Motion made by Commissioner Lamppa, Second by Commissioner Peterson to accept that there was no activity for the financials. All in favor, Motion passed.**

BUSINESS:

2. Welcome New Commission Members

The Arts and Culture Commission welcomed it's newest Commission member Angie Miskovich. City Administrator Tom Pagel will try to set up an orientation for the newest Commission members.

3. Review Mayor's Art Award Policy and Score Sheet

Discussion regarding the Mayor's Art Award Policy, it's marketing, promotion thereof and the value to the Community. The question is whether to continue how it has been done or change it to displays of local businesses and let the community vote. The nominees can be on facebook and the citizens can vote, with the ultimate decision being made by the Commission. It would also be fun to award the winner at the Tall Timber Days Event instead of Riverfest.

The suggestion was made to have some kind of a plaque to show public recognition in support of art, similar to the Colorado Rhino District Award in Denver. Tom Pagel, City Administrator will redline the changes to the policy and all Commissioners are to bring in a nomination for the award. Each Commissioner nominee could have two photos to show at the next meeting.

The Commission will review the policy and nominations next month. Commission Chair Hedlund will talk to the two missing Commission members, Gorman and Fox.

4. Riverfest

Discussion regarding art at Riverfest. Commissioner Squadroni suggested the Commission look at the Blue Ox Music Festival of Eau Claire and how they did "Art in the Pines" for 2023. The Commission could do something by the Riverwalk or some kind of themed art that would be attention grabbing. Even the installation of an art piece for approximately \$1-\$1,500 from a local artist would be an opportunity for local artists and also for advertisement for them.

Possibly the MacRostie could lead this effort to do something like a mini-exhibit for Riverfest, with the possibility of the art being lit up. City Administrator Tom Pagel suggested talking to Tom Page to bring some of his musical sculptures and light them up. He will start with talking to Tom Page about doing this..



## UPDATES:

### 5. Pokegama Band Map

Commissioner Zabinski gave an update on Karen Noice's Pokegama Band Map Project. The display here along this area of the Mississippi River could end up being an art piece. This project with support could be a large outdoor map and exhibit. Ms. Noice has done some outreach to local Native Americans to advise her on what they would like to see. She will be back in touch with the Commission in June, July at the latest.

### 6. Neighborhood Art Project

- Score RFQ's (see attached)
- Please review and score prior to the meeting

Discussion and Review of the Neighborhood Art Project artist's scoring. City Administrator Tom Pagel would like to have the Commission members artists scoresheet in the next couple of days so he can have the results to the Commission by June 6th.

## ANNOUNCEMENTS:

None.

## SET AGENDA FOR NEXT MEETING:

## BUSINESS:

- 2) Welcome New Commission Member
- 3) Review New Mayor's Art Award Policy and Discuss Nominations
- 4) Riverfest

## UPDATES:

- 5) Pokegama Band Map - Karen Noice
- 6) Neighborhood Art Sculpture Request for Council Action

## ADJOURN:

**Motion made by Commissioner Peterson and Second by Commissioner Squadroni to adjourn. All in favor, Motion passed.**

Respectfully submitted by Cynthia Lyman, Administrative Assistant



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION WORK SESSION

## MEETING MINUTES

Wednesday, May 17, 2023

4:00 PM

President Stanley called the meeting to order at 4:12 PM.

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

STAFF: Julie Kennedy, Jean Lane, Steve Mattson, Chad Troumbly

### PRESENTATION:

1. Presentation by bakertilly on the 2022 audit.

Aaron Worthman and Dan LaHaye, Baker Tilly, virtually presented the 2022 audit findings.

### BUSINESS:

2. Consider a motion to approve \$186,806.94 of verified claims for April and May 2023.

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

3. Consider a motion to approve the 2022 audited financial statements.

Motion made by Secretary Francisco, Seconded by Commissioner Adams to adopt Resolution No. 05-17-23-4 accepting the 2022 audited financial statements.

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

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

Respectfully submitted,

*Julie Kennedy*

Julie Kennedy, General Manager



# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING-SPECIAL MEETING MINUTES

Wednesday, May 31, 2023  
4:00 PM

NOTICE IS HEREBY GIVEN, that a special meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Wednesday, May 31, 2023 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

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

APPROVE MINUTES

1. Consider approval of the April 27th, 2023 regular meeting minutes.

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

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$14,496.34

Motion by Commissioner Hodnik, second by Commissioner Connelly to approve the claims in the amount of \$14,496.34. The following voted in favor thereof: Korte, Blake, Connelly, Hodnik. Opposed: None, passed unanimously.

BUSINESS

3. Presentation of the Draft Downtown Plan – Stephanie Falkers, SRF Consulting Group and Janna King, Economic Development Services.

Commissioner Sutherland joined the meeting at 4:04 P.M.

Stephanie Falkers, SRF Consulting Group and Janna King, Economic Development Services provided a power point presentation of the completed Draft Downtown Plan.

4. Consider approval of a Downtown Entertainment Loan Agreement with Northern Community Radio and authorize payment of the Loan amount to the Borrower.

Motion by Commissioner Connelly, second by Commissioner Korte to approve a Downtown Entertainment Loan Agreement with Northern Community Radio and authorized payment in

the amount of \$75,000. The following voted in favor thereof: Sutherland, Korte, Blake, Connelly, Hodnik. Opposed: None, passed unanimously.

Item 3.

## UPDATES

## ADJOURN

There being no further business the meeting adjourned at 4:52 p.m.

## MEMBERS & TERMS

Tom Sutherland - 12/31/2023 Council Representative

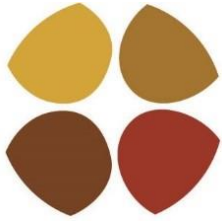
Tasha Connelly - 12/31/2023 Council Representative

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27



# CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION SPECIAL MEETING MINUTES

Wednesday, June 07, 2023  
4:00 PM

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## MISSION STATEMENT

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

---

**CALL TO ORDER:** Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Wednesday, June 7, 2023 at 4:00 PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### PRESENT

Commissioner Angella Erickson  
Commissioner Bernadine Joselyn  
Commissioner Ashley Goodman  
Commissioner Edward Krumpotich  
Commissioner Joan Gunderman

### ABSENT

Commissioner Doug Learmont  
Commissioner Tasha Connelly  
Commissioner Amanda Lussier

### ROLL CALL:

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

### APPROVE MINUTES:

1. April 26, 2023

**Motion made by Commissioner Joselyn, Second by Commission Gunderman to approve the Minutes from April 26, 2023. All in favor, motion passed.**

### BUSINESS:

2. Approve Juneteenth Proclamation

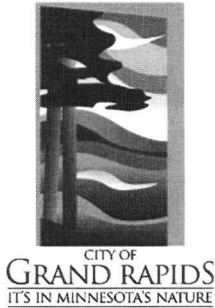
**Motion made by Commissioner Joselyn and Second by Commissioner Goodman to approve the Juneteenth Proclamation to go to the City Council with amended date of June 12, 2023. All in favor, motion passed.**

### 3. Juneteenth Update

Commissioner Joselyn gave an update on the Juneteenth Committee. They are having brochures, a flipbook and stickers printed. They will be distributed at various locations such as the Y, Brewed Awakenings, Wildflower Bookstore and the MacRostie. Invoices will come in for the Finance Department at the next meeting.

ADJOURN:

**Motion made by Commissioner Erickson, Second by Commissioner Goodman to adjourn. All in favor, Motion passed.**



## GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, June 14, 2023

5:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Area Library Board will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Wednesday, June 14, 2023 at 5:00 PM.

### CALL TO ORDER:

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

### CALL OF ROLL:

Present: Barr, Dobbs, Lassen, Martin, Richards, Squadroni (5:05 PM)

Absent: Blocker, Kee, Teigland

### APPROVAL OF AGENDA:

Motion to approve agenda as presented

Mover: Richards

Seconder: Lassen

Result: Passed unanimously

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

None

### APPROVAL OF MINUTES:

1. Consider approval of Library Board Meeting Minutes from 05-10-2023.

Motion to approve Minutes as presented

Mover: Richards

Secunder: Lassen

Result: Passed unanimously

#### COMMUNICATIONS:

None

#### FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Review financial reports and consider payment of Bill List as presented.

Motion to approve payment of Bill List as presented

Mover: Richards

Secunder: Dobbs

Result: Passed 5-0 roll-call

Aaron Squadroni joined the meeting

#### CONSENT AGENDA (Roll Call Vote Required):

3. Consider accepting donations as listed on Donation Resolution 2023-7.

4. Consider approval of contracts for Summer Reading programs.

Motion to approve the Consent Agenda as presented

Mover: Dobbs

Secunder: Richards

Result: Passed 6-0 roll-call

#### REGULAR AGENDA:

5. Arrowhead Library System 2023 Budget

Informational

6. Library Facade Repair Project Update

Informational

#### UPDATES:

Friends



By Lassen: annual meeting was well attended (45+), lots of signups and renewals. Book sale is 7/7 & 7/8 at CPC.

Foundation

By Barr: next meeting is in September

STAFF REPORTS:

7. May 2023 Library Reports and Statistics

Informational

ADJOURNMENT:

Chair Martin adjourned the meeting at 5:29 PM

NEXT REGULAR MEETING IS SCHEDULED FOR JULY 12, 2023, AT 5:00 PM.

ATTEST: Will Richter, Director of Library Services

DATE: 06/07/2023  
 TIME: 15:35:08  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 06/14/2023

VENDOR #	NAME	AMOUNT DUE
-----		
PUBLIC LIBRARY		
0118100	ARAMARK UNIFORM SERVICES	88.44
0118660	ARROWHEAD LIBRARY SYSTEM	403.66
0201428	BAKER & TAYLOR LLC	2,884.68
0212124	BLACKSTONE PUBLISHING	454.81
0701650	GARTNER REFRIGERATION CO	594.03
0718010	CITY OF GRAND RAPIDS	2,903.10
0914325	INGRAM ENTERTAINMENT INC.	225.79
0914800	INVEST EARLY PROJECT	200.00
1901535	SANDSTROM'S INC	212.54
1920065	STAR TRIBUNE	699.30
2018228	TREETOP PRODUCTS INC	1,943.82
2114356	UNIQUE MANAGEMENT SERVICES	104.85
T001413	LAKE COUNTRY HEARTH & PATIO	3,962.00

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$14,677.02

CHECKS ISSUED-PRIOR APPROVAL  
 PRIOR APPROVAL

0113105	AMAZON CAPITAL SERVICES	257.34
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	44,829.57
1301146	MARCO TECHNOLOGIES, LLC	120.43
1305725	METROPOLITAN LIFE INSURANCE CO	76.14
1309199	MINNESOTA ENERGY RESOURCES	482.42
1309335	MINNESOTA REVENUE	54.87
1516220	OPERATING ENGINEERS LOCAL #49	9,612.00
1601750	PAUL BUNYAN COMMUNICATIONS	317.04
1621130	P.U.C.	2,389.94
2209665	VISA	493.40
2301700	WM CORPORATE SERVICES, INC	141.62

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$58,781.67

TOTAL ALL DEPARTMENTS \$73,458.69

RESOLUTION NO. 2023-7  
A RESOLUTION ACCEPTING DONATIONS

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

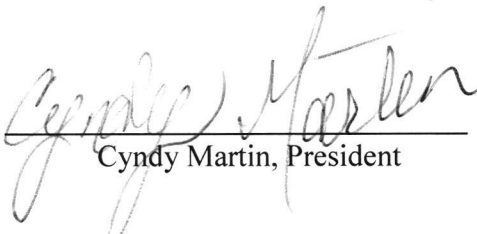
WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members,

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

**Grand Rapids Area Library Foundation \$3,449.53 Summer Reading Program supplies, Children's Library Furniture, Media Drop installation, April Online Story Time**

**Grand Rapids Area Library Friends \$3,962.00 Yard Furniture**

Adopted this 14th day of June 2023

  
Cyndy Martin, President

  
Deb Kee, Secretary



June 14, 2023

Emily Lindner  
23222 Old Stones Throw Road  
Grand Rapids, MN 55744

Dear Ms. Lindner:

I am pleased that you will be leading a series of three book club meetings developed for school age children. These programs will be held June 20, 2023, July 11, 2023, and August 8, 2023.

The Library will pay you \$100 for each program. This fee will include your prep time, as well as set-up, programming, and clean-up time. In addition, the Library will pay you \$50 for program materials and snacks, for a total payment of \$150 per program. Payments will be made monthly, after the programs are completed. If these arrangements are agreeable, please sign below, and return this contract, and a completed W-9 form, to the library.

My e-mail is: [wrichter@ci.grand-rapids.mn.us](mailto:wrichter@ci.grand-rapids.mn.us). Don't hesitate to contact me if you have questions or concerns about the arrangements for your programs.

Sincerely,

A handwritten signature in black ink, appearing to read "Will Richter", written over a horizontal line.

Will Richter  
Library Director

These terms are acceptable:

A handwritten signature in black ink, appearing to read "Emily Lindner", written over a horizontal line.  
Signature

A handwritten date "6/14/23" in black ink, written over a horizontal line.  
Date

Approved for the Board of Directors:

A handwritten signature in black ink, appearing to read "Will Richter", written over a horizontal line.

A handwritten date "6/14/23" in black ink, written over a horizontal line.



June 14, 2023

Isabelle Pratto  
2004 Oak St.  
Grand Rapids, MN 55744


Dear Ms. Pratto:

I am pleased that you will be leading a series of eight weekly Lego programs developed for school age children. These programs will be held 6/9/2023, 6/16/2023, 6/23/2023, 6/30/2023, 7/7/2023, 7/14/2023, 7/21/2023, 7/28/2023.


The Library will pay you \$50 for each program. This fee will include your prep time, as well as set-up, programming, and clean-up time. Payments will be made weekly, after the programs are completed. If these arrangements are agreeable, please sign below, and return this contract, and a completed W-9 form, to the library.

My e-mail is: [wrichter@ci.grand-rapids.mn.us](mailto:wrichter@ci.grand-rapids.mn.us). Don't hesitate to contact me if you have questions or concerns about the arrangements for your programs.

Sincerely,

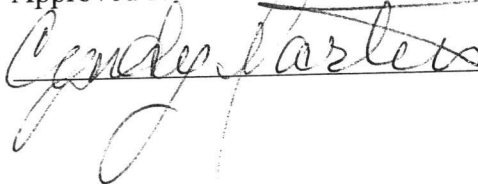
  
Will Richter  
Library Director

These terms are acceptable:

  
\_\_\_\_\_  
Signature

6/14/2023  
Date

Approved for the Board of Directors:

  
\_\_\_\_\_

6/14/2023



June 14, 2023

Madelyn Pratto  
2004 Oak St.  
Grand Rapids, MN 55744

Dear Ms. Pratto:

I am pleased that you will be leading a series of eight weekly Lego programs developed for school age children. These programs will be held 6/9/2023, 6/16/2023, 6/23/2023, 6/30/2023, 7/7/2023, 7/14/2023, 7/21/2023, 7/28/2023.

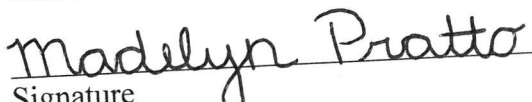
The Library will pay you \$50 for each program. This fee will include your prep time, as well as set-up, programming, and clean-up time. Payments will be made weekly, after the programs are completed. If these arrangements are agreeable, please sign below, and return this contract, and a completed W-9 form, to the library.

My e-mail is: [wrichter@ci.grand-rapids.mn.us](mailto:wrichter@ci.grand-rapids.mn.us). Don't hesitate to contact me if you have questions or concerns about the arrangements for your programs.

Sincerely,

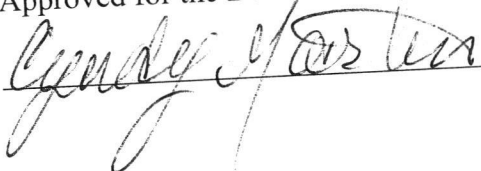
  
Will Richter  
Library Director

These terms are acceptable:

  
Signature

6/14/2023  
Date

Approved for the Board of Directors:

  
Cindy Foster

6/14/2023



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

## **POKEGAMA GOLF COURSE BOARD MEETING MINUTES**

**Tuesday, June 20 2023  
7:30 AM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday June 20, 2023 , at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Pat Pollard called the meeting to order at 7:30AM.

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

**PUBLIC INPUT:** None

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

**APPROVE MINUTES:**

1. Approve Golf Board Minutes for May 16, 2023 Golf Board Meeting. John B made a motion to approve the Minutes. Rick M Second. Motion Carried

**CLAIMS AND FINANCIAL STATEMENTS:**

2. A review of the financials took place. John Ryan made a motion to approve the claims in the amount of \$171,789.43 Second by Rick. Motion Carried

**VISITORS:** No visitors

**REPORTS:** Superintendent Steve Ross was not in attendance. Bob Cahill reported that the rock sifting machine is here for trial.

Director of Golf Bob Cahill reported that revenues in all categories are up from 2022. Expenses are also up. Play has been busy and we expect a very full tee sheet as we get into July.

The condition of the greens, tees, and fairways has never been better.

The Junior golf sessions are all underway. There are 9 sessions of instruction available for ages 5-18.

The sign up is very good.

**Agenda Addition:** None added

**CORRESPONDENCE AND OPEN DISCUSSION:** None

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

Minutes respectfully submitted by Bob Cahill



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 24, 2023

**AGENDA ITEM:** Consider approving temporary liquor license for St. Joseph's Church

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

St. Joseph's Church has submitted an application for a temporary liquor license for an event scheduled for September 16, 2023. The event will be held in the St. Joseph's Church building. The fee was received at time of application. Staff recommend approval contingent upon receipt of Certificate of Insurance.

### REQUESTED COUNCIL ACTION:

Make a motion to approve temporary liquor license for St. Joseph's Church contingent upon receipt of COI.





Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
651-201-7507 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Item 4.

Name of organization		Date of organization		Tax exempt number	
St. Joe's Catholic Church		Jan 1, 1915		8806214	
Organization Address (No PO Boxes)		City	State	Zip Code	
315 SW 21st Street		Grand Rapids	Minnesota	55744	
Name of person making application		Business phone		Home phone	
Justin Linnell - <i>justin@secondharvestncfb.com</i>		218-999-4131		218-259-5940	
Date(s) of event		Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer			
9-16-23		<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit			
Organization officer's name		City	State	Zip Code	
Fr. Blake Rosier		Grand Rapids	Minnesota	55744	
Organization officer's name		City	State	Zip Code	
			Minnesota		
Organization officer's name		City	State	Zip Code	
			Minnesota		
Location where permit will be used. If an outdoor area, describe. Church building, inside					

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
C & L Distribution, 1020 Industrial Drive, Sauk Rapids, MN 56379

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
Catholic Mutual Insurance Co. \$1million liability coverage

APPROVAL

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

*Grand Rapids*  
City or County approving the license  
\$20.00 PD 7-18-23  
Fee Amount

*7-24-23*  
Date Approved  
*9-16-23*  
Permit Date

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

*Kgibeau@grandrapidsmn.gov*  
City or County E-mail Address

*Kimberly Gibeau*  
Please Print Name of City Clerk or County Official

*[Signature]*  
Signature City Clerk or County Official

**CLERKS NOTICE:** Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event  
No Temp Applications faxed or mailed. Only emailed.  
**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**  
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY  
PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY  
CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 24, 2023

**AGENDA ITEM:** Adopt a Resolution Accepting an FAA Grant in the amount of \$425,095 for the North Taxilane Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

**PREPARED BY:** Matt Wegwerth

---

### BACKGROUND:

This project includes the reconstruction and extension of the north taxilane at the Grand Rapids / Itasca County Airport. The total project cost is \$598,117 and the grant amount of \$425,095 will cover approximately 70% of the project cost. The State of Minnesota will cover \$96,138 (approximately 16%) and the local share is \$87,280 (approximately 15%). The local share is split with the County 50/50, which equals a City amount of \$43,640.

This is a budgeted project for 2023.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting an FAA Grant in the amount of \$425,095 for the North Taxilane Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

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

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A \$425,095 GRANT FROM THE FAA FOR THE NORTH  
TAXILANE RECONSTRUCTION PROJECT AT THE GRAND RAPIDS/ITASCA  
COUNTY AIRPORT

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 \$425,095 grant from the FAA for the North Taxilane Reconstruction Project at the Grand Rapids/Itasca County Aiport and furthermore authorizes the Mayor to execute the associated grant agreement.

Adopted this 24<sup>th</sup> day of July, 2023.

---

Dale Christy, Mayor

Attest:

---

Kimberly Johnson-Gibeau, City Clerk

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



TO: Matt Wegwerth, City Engineer & Public Works Director  
City of Grand Rapids, Minnesota

FROM: Lindsay Reidt, PE

DATE: April 18, 2023

RE: Construction Contract Award Recommendation  
SEH No. GRAIT 171290

**PROJECT SCOPE:**

The 2023 project for the Grand Rapids-Itasca County Airport includes reconstruction of the taxilane pavements. The taxilanes will be reconstructed full depth and full width in the north end of the building area. A bid alternate was also included for an extension to one taxilane in the north building area.

**BID RESULTS – 2023 Reconstruction:**

At 2:00 p.m. on Tuesday, April 18, 2023, two bids were received for the above-referenced project. The bids ranged from a low of \$496,216.55 to a high of \$542,886.15. The low bid received was submitted by TNT Construction Group, LLC, of Grand Rapids, MN in the amount of \$496,216.55.

Contractor	Base Bid	Alternate 1	Total Bid
TNT Construction Group, LLC	\$ 402,800.00	\$ 93,416.55	\$ 496,216.55
Hawkinson Construction Co., Inc	\$ 431,613.35	\$ 111,272.80	\$ 542,886.15

**SEH RECOMMENDATION:**

Based on the outcome of the bids and the company reputation, it is our recommendation that the City of Grand Rapids award the 2023 North Taxilane Reconstruction project to TNT Construction Group, LLC, contingent on reception of the FAA and MnDOT Aeronautics grant. Award is recommended for the base bid and alternate.

In reliance on our experience with TNT Construction Group, LLC and/or materials and information provided by the contractor, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

**PROJECT COST SUMMARY:**

The following table summarizes the costs of the components for this year's federal AIG and state grant:

Project	Project Component	Estimated Total Cost	Federal Eligibility (Estimated)	Funding Split*		
				FAA	State	Local
2023 North Taxilane Reconstruction	Taxilane Reconstruction (TNT Const.)	\$ 402,800.00	70%	\$ 253,764.00	\$ 84,588.00	\$ 64,448.00
	Alternate 1 - Taxilane Extension (TNT Const.)	\$ 93,416.55	100%	\$ 84,074.90	\$ -	\$ 9,341.66
(AIG/BIL Funding)	Final Design (Eligible)	\$ 30,300.00	100%	\$ 27,270.00	\$ -	\$ 3,030.00
	Final Design (Ineligible)	\$ 9,800.00	0%	\$ -	\$ 6,860.00	\$ 2,940.00
	Estimated Construction Admin. (Eligible)	\$ 50,100.00	100%	\$ 45,090.00	\$ -	\$ 5,010.00
	Estimated Construction Admin. (Ineligible)	\$ 6,700.00	0%	\$ -	\$ 4,690.00	\$ 2,010.00
	Administration (estimated)	\$ 5,000.00	100%	\$ 4,500.00	\$ -	\$ 500.00
				\$ 414,698.90	\$ 96,138.00	\$ 87,279.66

\*If 100% federally eligible, then funding split is 90% FAA, 10% local.

If percent eligible is other than 100%, that portion is eligible at the rates above and the remainder is eligible at 70% State and 30% local.

The total project cost is \$598,116.55. The eligible portions of the project are anticipated to be funded by a 90 percent FAA grant and a 10 percent local match. Portions of the project work that are not eligible for federal funding would be funded with a MnDOT grant at 70 percent, with 30 percent of the costs covered locally. Since the final FAA and MnDOT eligibility determination is made once the grant application is submitted, there may be some changes in the final local share.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Great Lakes Region  
Minnesota, North Dakota, South Dakota

Dakota-Minnesota Airports  
District Office  
6020 28th Ave S, Ste 102  
Minneapolis, MN 55450-  
2700

{{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Matt Wegwerth  
City Engineer  
420 N Pokegama Ave  
ex: Suite 100  
Grand Rapids, MN 55744

Dear Mr. Wegwerth:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project **No. 3-27-0037-029-2023** at Grand Rapids/Itasca County-Gordon Newstrom Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 19, 2023.**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Mark Johnson, (612) 253-4642, mark.r.johnson@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{Sig\_es\_:signer1: signature}}

E. Lindsay Terry  
Manager





U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FY 2023 AIRPORT INFRASTRUCTURE GRANT

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date {{DateTime\_es\_.signer1:calc(now()):format(date," mmmm d, yyyy")}}

Airport/Planning Area Grand Rapids/Itasca County-Gordon Newstrom Field Airport

Airport Infrastructure Grant  
Number 3-27-0037-029-2023

Unique Entity Identifier FYCKJLVMF3J6

TO: County of Itasca and City of Grand Rapids  
(herein called the "Sponsor")  
*Channeled through the State of Minnesota*

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated **June 21, 2023**, for a grant of Federal funds for a project at or associated with the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Grand Rapids/Itasca County-Gordon Newstrom Field Airport (herein called the "Project") consisting of the following:

#### **Reconstruct and Extend North hangar area Taxilane**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;



THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$425,095**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

**\$ 425,095** airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any

funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 19, 2023**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds"

means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

- a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
  - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Force labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved

Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 8/4/2014, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
- ii. Gross waste of Federal funds;
- iii. An abuse of authority relating to implementation or use of Federal funds;
- iv. A substantial and specific danger to public health or safety; or
- v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- v. A court or grand jury;
- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
- vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).



c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

**SPECIAL CONDITIONS**

27. **Environmental.** The environmental approval for this project was issued on 4/25/2023.
28. **Mothers' Rooms.** As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

**{{Sig\_es\_:\_signer1:signature:dimension(height=12mm, width=70mm)}}**

*(Signature)*

**{{N\_es\_:\_signer1:fullname }}**

*(Typed Name)*

**{{\*Ttl\_es\_:\_signer1:title }}**

*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated {{DateTime\_es\_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

County of Itasca and City of Grand Rapids

*(Name of Sponsor)*

{{Sig\_es\_:signer2:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

By: {{N\_es\_:signer2:fullname}}

*(Typed Name of Sponsor's Authorized Official)*

Title: {{\*Ttl\_es\_:signer2:title}}

*(Title of Sponsor's Authorized Official)*

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<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to

in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated {{DateTime\_es\_:signer3:calc(now()):format(date," mmmm d, yyyy")}}

County of Itasca and City of Grand Rapids

*(Name of Sponsor)*

{{Sig\_es\_:signer3:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

By: {{N\_es\_:signer3:fullname}}

*(Typed Name of Sponsor's Authorized Official)*

Title: {{\*Ttl\_es\_:signer3:title}}

*(Title of Sponsor's Authorized Official)*

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<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N\_es :signer4: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at **{{DateTime\_es :signer4:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig\_es :signer4:signature:dimension(height=12mm, width=70mm)}}**

*(Signature of Sponsor's Attorney)*

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<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

I, **{{N\_es :signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at **{{DateTime\_es :signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig\_es :signer5:signature:dimension(height=12mm, width=70mm)}}**

*(Signature of Sponsor's Attorney)*

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<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>



- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:



1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**County of Itasca and City of Grand Rapids**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations

into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.



**32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of June 21, 2023.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of

49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 8/31/2019

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

**Sponsor:** City of Grand Rapids

**Airport:** Grand Rapids Municipal Airport

**Project Number:** 3-27-0037-029-2023

**Description of Work:** Reconstruct North Area Taxiway

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☐ Yes ☐ No ☐ N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

{{DateTime\_es\_:signer6:calc(now()):format(date," mmmm d, yyyy")}}

Name of Sponsor:

Name of Sponsor's Authorized Official: {{N\_es\_:signer6: fullname}}

Title of Sponsor's Authorized Official: {{\*Ttl\_es\_:signer6: title}}

**Signature** of Sponsor's Authorized Official: {{Sig\_es\_:signer6: signature}}

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

**Sponsor:** City of Grand Rapids

**Airport:** Grand Rapids Municipal Airport

**Project Number:** 3-27-0037-029-2023

**Description of Work:** Reconstruct North Area Taxiway

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
☐ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).☐ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
☐ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☐ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☐ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☐ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).
- ☐ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☐ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- ☐ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38)

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

{{DateTime\_es\_:signer6:calc(now()):format(date," mmmm d, yyyy")}}

Name of Sponsor:

Name of Sponsor's Authorized Official: {{N\_es\_:signer6: fullname}}

Title of Sponsor's Authorized Official: {{\*Ttl\_es\_:signer6: title}}

**Signature** of Sponsor's Authorized Official: {{Sig\_es\_:signer6: signature}}

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 8/31/2019

## Selection of Consultants Airport Improvement Program Sponsor Certification

**Sponsor:** City of Grand Rapids

**Airport:** Grand Rapids Municipal Airport

**Project Number:** 3-27-0037-029-2023

**Description of Work:** Reconstruct North Area Taxiway

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

☐ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

☐ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

☐ Yes ☐ No ☐ N/A



4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☐ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☐ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☐ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).

☐ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☐ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☐ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☐ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).

☐ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☐ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

{{ }} Yes {{ }} No {{ }} N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

{{ }} Yes {{ }} No {{ }} N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

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Name of Sponsor's Authorized Official: {{N\_es\_:signer6: fullname}}

Title of Sponsor's Authorized Official: {{\*Ttl\_es\_:signer6: title}}

**Signature** of Sponsor's Authorized Official: {{Sig\_es\_:signer6: signature}}

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OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 8/31/2019

## Drug-Free Workplace Airport Improvement Program Sponsor Certification

**Sponsor:** City of Grand Rapids

**Airport:** Grand Rapids Municipal Airport

**Project Number:** 3-27-0037-029-2023

**Description of Work:** Reconstruct North Area Taxiway

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

**Site(s) of performance of work (2 CFR § 182.230):****Location 1**

Name of Location: {{ Location\_1 }}  
 Address: {{ Address\_1 }}

**Location 2 (if applicable)**

Name of Location: {{ Location\_2 }}  
 Address: {{ Address\_2 }}

**Location 3 (if applicable)**

Name of Location: {{ Location\_3 }}  
 Address: {{ Address\_3 }}

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

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OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 8/31/2019

## Equipment and Construction Contracts Airport Improvement Sponsor Certification

**Sponsor:** City of Grand Rapids

**Airport:** Grand Rapids Municipal Airport

**Project Number:** 3-27-0037-029-2023

**Description of Work:** Reconstruct North Area Taxilane

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

{{ }} Yes {{ }} No {{ }} N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

☐ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

☐ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

☐ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

☐ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

☐ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

☐ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☐ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part1920)
- f. Seismic Safety – building construction (49 CFR part41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☐ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☐ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☐ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☐ Yes ☐ No ☐ N/A



13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR §200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

Attach documentation clarifying any above item marked with "No" response

### Sponsor's Certification

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OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 8/31/2019

## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

**Sponsor:** City of Grand Rapids

**Airport:** Grand Rapids Municipal Airport

**Project Number:** 3-27-0037-029-2023

**Description of Work:** Reconstruct North Area Taxilane

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☐ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☐ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC §47107).

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

{{[ ]}} Yes {{[ ]}} No {{[ ]}} N/A

- b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☐ N/A

- c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par.3-100).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 24, 2023

**AGENDA ITEM:** Adopt a Resolution Accepting an FAA Grant in the amount of \$61,894 for the Crack Seal Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

**PREPARED BY:** Matt Wegwerth

---

### BACKGROUND:

This project includes the crack sealing of the south taxiway and ramp at the Grand Rapids / Itasca County Airport. The grant in the amount of \$61,894 will cover 90% of the cost of the project. The total project cost split is 90% FAA, 5% State, 5% Local (split 2.5% City, 2.5% County). This is a budgeted project for 2023 with the total City obligation of \$1,719.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting an FAA Grant in the amount of \$61,894 for the Crack Seal Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

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

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A \$61,894 GRANT FROM THE FAA FOR THE CRACK SEAL PROJECT AT THE GRAND RAPIDS/ITASCA COUNTY AIRPORT

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 \$61,894 grant from the FAA for the Crack Seal Project at the Grand Rapids/Itasca County Aiport and furthermore authorizes the Mayor to execute the associated grant agreement.

Adopted this 24<sup>th</sup> day of July, 2023.

---

Dale Christy, Mayor

Attest:

---

Kimberly Johnson-Gibeau, City Clerk

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



TO: Matt Wegwerth, PE  
Public Works Director, City Engineer  
City of Grand Rapids, Minnesota

FROM: Lindsay Reidt, PE

DATE: March 10, 2023

RE: Construction Contract Award Recommendation  
SEH No. GRAIT 171180

### **PROJECT SCOPE:**

Competitive quotes were received for the 2023 Airport Crack Seal project at the Grand Rapids-Itasca County Airport. The project includes joint and crack sealing of the bituminous pavements at the airport. Those pavements include the south taxilanes.

### **Quote RESULTS – 2023 Airport Crack Seal:**

On Friday March 3, 2023, contractors submitted quotes for the 2023 project. The Engineer's estimate for the project was \$56,500. Three (3) quotes were received, with the results as follows:

<b><u>Contractor</u></b>	<b><u>Bid Amount</u></b>
Struck & Irwin Paving, Inc.	\$48,072.00
ASTECH	\$66,750.00
Fahrner Asphalt Sealers	\$68,800.00

### **SEH RECOMMENDATION:**

Based on the outcome of the bids and the company reputations, it is our recommendation that the City of Grand Rapids award the 2023 Airport Crack Seal project to Struck and Irwin Paving, Inc., contingent on reception of the FAA and MnDOT Aeronautics grant.

In reliance on our experience with the contractors and information provided in the bid packages, we have determined that they have a sufficient understanding of the project and equipment to perform the construction for which it bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

### **PROJECT COST SUMMARY:**

The following table summarizes the costs of the components for this year's federal and state grant:

2023 Airport Crack Seal (Struck and Irwin Paving, Inc)	\$ 48,072.00
Engineering & Construction Administration (SEH)	\$ 18,700.00
Administration (City of Grand Rapids) (estimated)	\$ 2,000.00
<b>TOTAL PROJECT COSTS (APPROX):</b>	<b>\$ 68,772.00</b>

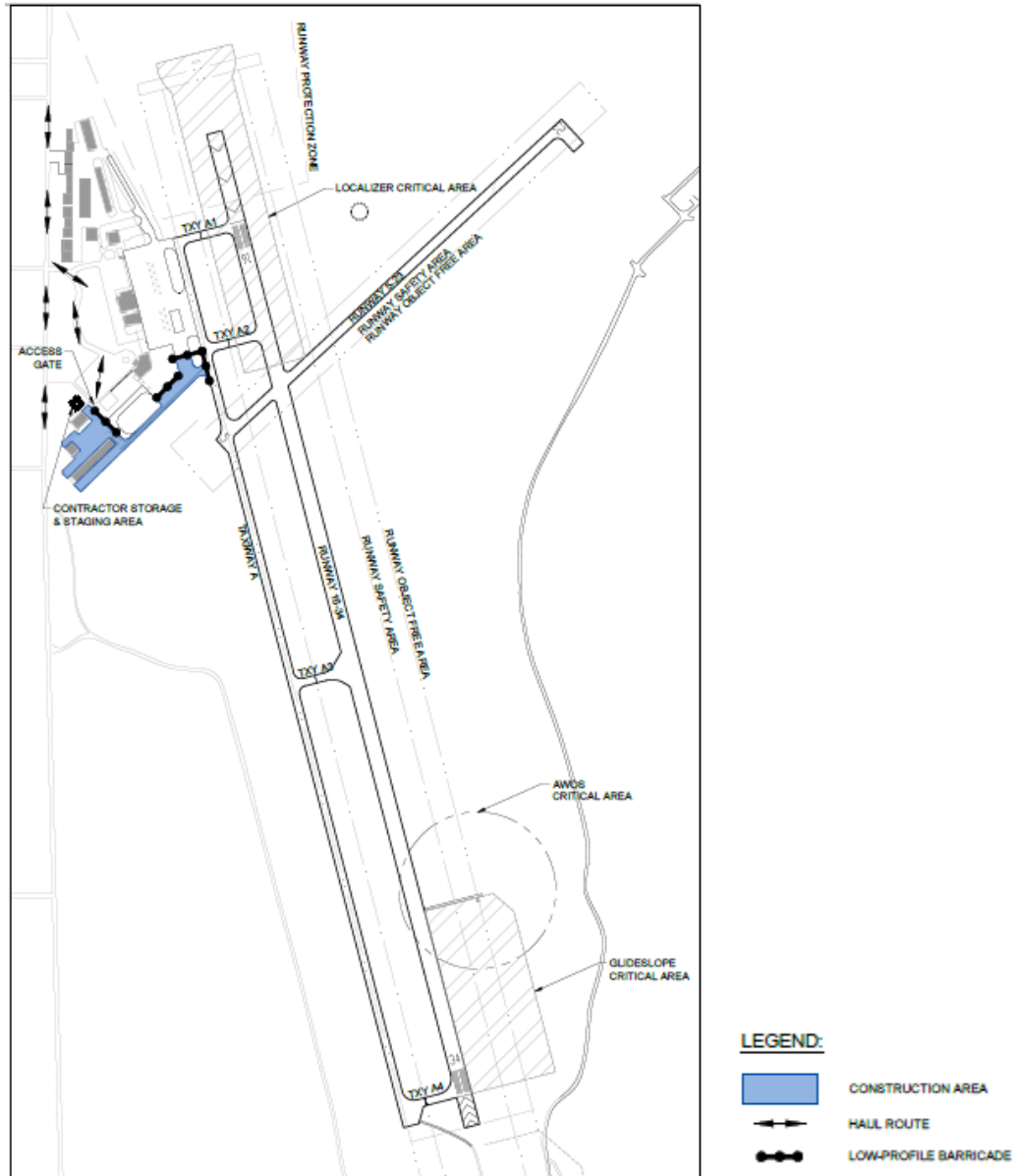
The eligible portions of the project are anticipated to be funded by a 90 percent FAA grant. The remaining 10 percent will be split between the State and the City at 5 percent each.

GRAND RAPIDS - ITASCA COUNTY

# AIRPORT

1500 SE 7th Avenue - Grand Rapids, MN 55744

## 2023 South Taxilanes Crack Seal Project – Location Map







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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 24, 2023

**AGENDA ITEM:** Consider approving a joint powers agreement with Harris Township and Blackberry Township to regulate utility rates

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

The City previously passed an ordinance granting Gorhams', Inc (Northwest Natural Gas) a non-exclusive right to erect and maintain a gas system in Grand Rapids. Harris and Blackberry Townships likewise have entered into similar agreements.

The City previously entered into a JPA with Harris Township for the regulation of rates and Blackberry Township has requested to be included in the agreement.

Harris Township, Blackberry Township and Grand Rapids believe it is in their best interest that they act in concert and unity regarding their regulation of the rates and other activities of Northwest Natural Gas and the Gas System. By establishing a joint board, the entities believe that this will yield a consistent rate within all three jurisdictions whose residents will share in the benefits of this utility.

The current Joint Powers Gas Board recommends adding Blackberry Township. This JPA replaces the previous agreement by and between the City and Harris Township

### REQUESTED COUNCIL ACTION:

Make a motion approving a joint powers agreement with Harris Township and Blackberry Township to regulate utility rates.

## JOINT POWERS AGREEMENT TO REGULATE UTILITY RATES

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Harris Township, Blackberry Township and the City of Grand Rapids, collectively known as the “Cities.”

### RECITALS

A. Grand Rapids has passed an ordinance granting to Gorhams’, Inc., a Minnesota corporation (d/b/a Northwest Natural Gas), a non-exclusive right for a period of 22 (twenty-two) years to erect and maintain a gas system (the “Gas system”) to distribute and sell natural gas in the Grand Rapids. Harris and Blackberry Townships will likewise be entering into an agreement with Gorhams’, Inc. to provide the same service in Harris and Blackberry Townships.

B. There has previously been filed with the Public Utilities Commission a resolution exempting Northwest Natural Gas from the regulatory provisions of *Minnesota Statute Sec. 216B*. Accordingly, Harris Township, Blackberry Township and the City of Grand Rapids have the authority under Minnesota Law to set the rate that Gorhams's Inc. is allowed to charge its customers in the territorial boundaries of all three entities.

C. The Harris Township, Blackberry Township and Grand Rapids believe it is in their best interest that they act in concert and unity regarding their regulation of the rates and other activities of Northwest Natural Gas and the Gas System. By establishing a joint board, the entities believe that this will yield a consistent rate within all three jurisdictions whose residents will share in the benefits of this utility.

### TERMS

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a Joint Powers Gas Board (the “Board”) that has the exclusive right and power to regulate the rate that Gorhams’, Inc, pursuant to state law, be allowed to charge its' customers. All three entities will act in accordance with *Minnesota Statute 216B.02, subd.4, et. al*, as they may be modified from time to time.

2. The Board. There is hereby established a Board to act as the governing body to enforce the terms of this Agreement. The Board shall consist of five (7) members. Harris Township, Blackberry Township and Grand Rapids shall each be represented by two (2)

members on the Board, with the members appointed by the Township Boards and the City Council respectively. The seventh Board Member will serve a one-year term and in 2023 be the Harris Township Board Supervisor, in 2024 it shall be the Blackberry Board Supervisor, in 2025 be the Mayor of Grand Rapids, and then alternative in the same manner for the duration of this agreement. A majority of the members shall constitute a quorum for the transaction of business. No member of the Board shall be eligible to vote on any matter brought before the Board if the entity which he or she represents shall be in default on any financial payment required to be paid under the terms of this Agreement. A vacancy on the Board shall be filled by the applicable governing body.

3. Execution of Agreement. Grand Rapids, Harris and Blackberry Townships shall approve this Agreement by the adoption of an appropriate resolution by its governing body. Certified copies of the resolution shall be filed with each entity. Appropriate officials from each of the entity shall execute this Agreement on behalf of their respective governmental unit.

4. Meeting and Election of Officers. The business of the Board shall be conducted in accordance with Robert's Rules of Order, as well as, in accordance with the Minnesota Open Meeting Law. A Chairperson and a Secretary shall be elected annually by the Board from among its members.

The Board shall meet at least annually and more often as required to conduct business. Special meetings may be called by any two Board members. Notice of all meetings shall be sent to all members of the Board by the Secretary at least three (3) days prior to the meeting.

5. Powers and Duties of the Board.

a. Harris Township, Blackberry Township and the City of Grand Rapids hereby appoints the Board as its exclusive agent to deal with Gorhams' Inc. regarding the regulation and operation of the Gas System, as it pertains to the setting of rates pursuant to *Minnesota Statute 216B.02, subd.4, et. al*, as may be modified, and agree to follow the orders of the Board regarding the setting of appropriate rates.

c. The Board shall have not have a specified budget. If monetary compensation is requested from either Harris Township, Blackberry Township or Grand Rapids, the same must meet with majority approval of all three entities.

6. Distribution of Assets. Cash assets, if any, held by the Board shall be divided and distributed to both entities in proportion to the contributions of the entities at the time of the termination of this Agreement or earlier if the purpose of this Agreement has been completed.

7. Duration and Termination. This Agreement shall become effective upon execution of this Agreement by Harris Township, Blackberry Township and Grand Rapids and shall remain effective until terminated. Termination become effective upon one party providing the other party 30 (thirty) days written notice to the other of their desire to terminate said Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year set forth below.

Agreed to by the Town Board of Supervisors for the Town of Harris the \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST HARRIS TOWNSHIP:

\_\_\_\_\_  
Harris Town Clerk

\_\_\_\_\_  
Harris Chairman

Approved as to form:

\_\_\_\_\_  
Harris Town Board Member

\_\_\_\_\_  
Harris Town Attorney

\_\_\_\_\_  
Harris Town Board Member

ATTEST BLACKBERRY TOWNSHIP:

\_\_\_\_\_  
Blackberry Town Clerk

\_\_\_\_\_  
Blackberry Chairman

Approved as to form:

\_\_\_\_\_  
Blackberry Town Board Member

\_\_\_\_\_  
Blackberry Town Attorney

\_\_\_\_\_  
Blackberry Town Board Member

Agreed to by the City Council for the City of Grand Rapids the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Grand Rapids City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 24, 2023

**AGENDA ITEM:** Consider approving change orders related to IRA Civic Center project.

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

Attached are 4 change orders for the Civic Center project. Several of these have multiple components to be described below. Please place these on the Council agenda for approval.

Change Order 8 for Work Scope 8 (Electrical) includes 3 components:

- “Component 1” provides for a credit to the City in the amount of \$3,678.65. As you recall, we deleted the reinstallation of a number of existing roof vents/fans. The existing roof vents were deemed unnecessary in light of other HVAC improvements that are being installed. The credit reflects electrical work that was thus eliminated.
- “Component 2” is an increase in the contract amount of \$3,702.00. This extra work is for electrical improvements related to additional ventilation for the new refrigeration system.
- “Component 3” is an increase in the contract amount of \$7,617.20. This extra work is for the repair of electrical feeder lines that were cut during saw cutting and removal of existing concrete slabs during the demolition phase. Please note that this same amount is included as a credit to the City in the TNT change order below. That is, there is no net cost to the City to repair this damage.
- In total this change order increases Hart’s contract amount by a total of \$7,640.55.

Change Order 6 for Work Scope 7 (Mechanical) is a credit to the City in the amount of \$5,000.00 for mechanical work that is no longer necessary due to not reinstalling existing roof vents as noted above.

Change Order 1 for Work Scope 4 (Roofing) is also a credit to the City in the amount of \$2,568.00 also associated with not reinstalling existing roof vents.

Change Order 13 for Work Scope 3 (General Construction) includes 5 components:

- Component #1 is an increase of \$2,158.00. This extra work relates to 5 columns in the upper lobby. Extra “trim work” was needed to make the final/finished surfaces of these columns square and mutually aligned.
- Component #2 is an increase of \$11,536.18. This amount covers additional acoustical ceiling (above and beyond the original contract) in 1<sup>st</sup> level locker rooms and offices.
- Component #3 is an increase of \$5,843.00 and is associated with additional structural and finish work on the soffit outside Room 216 (private suite).
- Component #4 is an increase of \$862.00 and is associated with changing the ceiling in the elevator equipment room to a “hard” ceiling.
- Component #5 is a credit of \$7,617.20 which offsets an increase in the same amount in the Work Scope 8 change order above. In essence, TNT is paying for the extra electrical work because their crews cut the electrical lines during demolition.
- In total this change order increases TNT’s contract amount by a total of \$12,781.98.

The total net change to the project cost for all 4 of these change orders is an increase of \$12,854.53. Sufficient funds remain in the project contingency to cover these costs.

#### **REQUESTED COUNCIL ACTION:**

Make a motion to approve change orders as presented.



ICS  
104 Park Ave N, Suite 201  
Park Rapids, Minnesota 56470  
Phone: (763) 354-2670

Project: S19041C - IRA Civic Center- Grand Rapids  
1401 NW 3rd Ave  
Grand Rapids, Minnesota 55744

## DRAFT

### Contract Change Order #008: CE #023 - PR 18 (RFI 26: Roof fans) CREDIT to not reinstall | CE #043 - PR 28 Refrigeration (Ammonia) Ventilation | CE #047 - FWO; (RFI 55): Replace feeders cut by saw cutting crew

CONTRACT COMPANY:	Hart Electric 1959 Highway 37 Hibbing, Minnesota 55746	CONTRACT FOR:	SC-S19041C-008:WS 08 Electrical - Hart Electric
DATE CREATED:	7/20/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	07/25/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	Multiple bundled changes	CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$7,640.55

#### DESCRIPTION:

CE #023 - PR 18 (RFI 26: Roof fans) CREDIT to not reinstall

See the attached PR 18. Provide a Credit to the Owner for no roof fans/vents to reinstall.

CE #043 - PR 28 Refrigeration (Ammonia) Ventilation

See the attached PR. Provide a Quote with a detailed cost breakdown.

CE #047 - FWO; (RFI 55): Replace feeders cut by saw cutting crew

Upload a signed field work order here upon completion of the work.

#### ATTACHMENTS:

[Estimate 1518.pdf](#) [BRW38D57A2E1509\\_000015.pdf](#) [17073.30 - RFP 28 Ammonia Exhaust Duct Revision.pdf](#) [Estimate 1507.pdf](#) [17073.30 - RFP 18 Roof Fans.pdf](#)

#### CHANGE ORDER LINE ITEMS:

##### CCO #008

#	Cost Code	Description	Type	Amount
1	5--5.08 - Work Scope 08	PR 18 (RFI 26: Roof fans) CREDIT to not reinstall	Other	(\$3,678.65)
2	5--5.08 - Work Scope 08	PR 28 Refrigeration (Ammonia) Ventilation	Other	\$ 3,702.00
3	5--5.08 - Work Scope 08	FWO; (RFI 55): Replace feeders cut by saw cutting crew	Other	\$ 7,617.20
Subtotal:				\$7,640.55
Grand Total:				\$7,640.55





The original (Contract Sum)	\$ 917,315.00
Net change by previously authorized Change Orders	\$ 294.10
The contract sum prior to this Change Order was	\$ 917,609.10
The contract sum would be changed by this Change Order in the amount of	\$ 7,640.55
The new contract sum including this Change Order will be	\$ 925,249.65
The contract time will not be changed by this Change Order by 0 days	

ICS  
104 Park Ave N, Suite 201  
Park Rapids, Minnesota 56470

Hart Electric  
1959 Highway 37  
Hibbing Minnesota 55746

City of Grand Rapids  
420 North Pokegama Ave  
Grand Rapids Minnesota  
55744

City of Grand Rapids  
420 North Pokegama Ave  
Grand Rapids Minnesota  
55744

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ICS  
104 Park Ave N, Suite 201  
Park Rapids, Minnesota 56470  
Phone: (763) 354-2670

Project: S19041C - IRA Civic Center- Grand Rapids  
1401 NW 3rd Ave  
Grand Rapids, Minnesota 55744

## DRAFT

### Contract Change Order #013: CE36-PR25columns/wraps | CE38-PR3(newAcousticalCeilingsONLY)1stlevel(west)LockerRooms/Offices | CE51-PR35Rm216SoffitArenaSide | CE52-PR36ElevatorEquipmentRoomCeiling | CE47-Replacefeederscutbysawcuttingcrew

CONTRACT COMPANY:	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	CONTRACT FOR:	SC-S19041C-003:Work Scope 03 - General Construction - TNT
DATE CREATED:	7/20/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:	LOCATION		
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	07/25/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	Multiple bundled changes	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$12,781.98

#### DESCRIPTION:

CE #036 - PR 25 2nd level columns/wraps

See the attached PR. Provide a quote with a detailed cost breakdown.

CE #038 - PR 3 (new Acoustical Ceilings ONLY) at 1st level (west) Locker Rooms/Offices

See the attached PR. Provide a Quote with a detailed cost breakdown for the new Acoustical Ceilings ONLY as discussed. Other change herein have already been processed with change orders.

CE #051 - PR 35 Party Room 216 Soffit Arena Side

See the attached PR. Provide a Quote with a detailed cost breakdown.

CE #052 - PR 36 Elevator Equipment Room Ceiling

See the attached PR. Provide a Quote with a detailed cost breakdown.

CE #047 - FWO: (RFI 55): Replace feeders cut by saw cutting crew

Upload a signed field work order here upon completion of the work.

#### ATTACHMENTS:

[RFP #36 Elev Equip Rm Ceiling with backup.pdf](#) [ACT DEDUCT.pdf](#) [Shows 1151.00 credit.pdf](#) [TNT RFP 36.pdf](#) [RFP 25.pdf](#) [48463 IRA Civic Center Renovation CO1.PDF](#) [ceiling under private viewing suite.pdf](#) [RFP #36 with back up.pdf](#) [RFP 35 TNT.pdf](#) [017073.30 RFP 35 - Party Room 216.pdf](#) [ACT.pdf](#) [Party Room Ceiling Credit.pdf](#) [TNT proposal.pdf](#) [17073.30 - RFP 36 Elevator Equipment Room Ceiling.pdf](#) [17073.30 - RFP 25 Second Floor Column Wraps.pdf](#) [17073.3 - RFP 3R - 1st Floor HVAC & Lighting.pdf](#)

#### CHANGE ORDER LINE ITEMS:



CCO #013

#	Cost Code	Description	Type	Amount
1	5--5.01 - Work Scope 01	PR 25 2nd level columns/wraps	Other	\$ 2,158.00
2	5--5.03 - Work Scope 03	PR 3 (new Acoustical Ceilings ONLY) at 1st level (west) Locker Rooms/Offices	Other	\$ 11,536.18
3	5--5.03 - Work Scope 03	PR 35 Party Room 216 Soffit Arena Side	Other	\$ 5,843.00
4	5--5.03 - Work Scope 03	PR 36 Elevator Equipment Room Ceiling	Other	\$ 862.00
5	5--5.03 - Work Scope 03	FWO; (RFI 55): (Backcharge) Replace feeders cut by saw cutting crew	Other	(\$7,617.20)
Subtotal:				\$12,781.98
Grand Total:				\$12,781.98

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 161,168.34
The contract sum prior to this Change Order was	\$ 2,531,268.34
The contract sum would be changed by this Change Order in the amount of	\$ 12,781.98
The new contract sum including this Change Order will be	\$ 2,544,050.32
The contract time will not be changed by this Change Order by 0 days	

ICS  
104 Park Ave N, Suite 201  
Park Rapids, Minnesota 56470

TNT Construction Group,  
LLC  
40 County Road 63  
Grand  
Rapids Minnesota 55744

City of Grand Rapids  
420 North Pokegama Ave  
Grand Rapids Minnesota  
55744

City of Grand Rapids  
420 North Pokegama Ave  
Grand Rapids Minnesota  
55744

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ICS  
104 Park Ave N, Suite 201  
Park Rapids, Minnesota 56470  
Phone: (763) 354-2670

Project: S19041C - IRA Civic Center- Grand Rapids  
1401 NW 3rd Ave  
Grand Rapids, Minnesota 55744

**DRAFT****Contract Change Order #006: CE #023 - PR 18 (RFI 26: Roof fans)  
CREDIT to not reinstall**

<b>CONTRACT COMPANY:</b>	<b>Rapids Plumbing and Heating</b> 25767 US Hwy 2 Grand Rapids, Minnesota 55744	<b>CONTRACT FOR:</b>	SC-S19041C-007:WS 07 - Mechanical - Rapids P & H
<b>DATE CREATED:</b>	7/20/2023	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	07/25/2023	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	PR 18 Roof vents/fans Credit	<b>CHANGE REASON:</b>	Client Request
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	(\$5,000.00)

**DESCRIPTION:**

CE #023 - PR 18 (RFI 26: Roof fans) CREDIT to not reinstall  
See the attached PR 18. Provide a Credit to the Owner for no roof fans/vents to reinstall.

**ATTACHMENTS:**

[IRA Civic Center RFP #18.docx](#) [17073.30 - RFP 18 Roof Fans.pdf](#)

**CHANGE ORDER LINE ITEMS:****CCO #006**

#	Cost Code	Description	Type	Amount
1	5--5.07 - Work Scope 07	PR 18 (RFI 26: Roof fans) CREDIT to not reinstall	Other	(\$5,000.00)
<b>Subtotal:</b>				(\$5,000.00)
<b>Grand Total:</b>				(\$5,000.00)

The original (Contract Sum)	\$ 836,440.00
Net change by previously authorized Change Orders	\$ 137,289.96
The contract sum prior to this Change Order was	\$ 973,729.96
The contract sum would be changed by this Change Order in the amount of	(\$5,000.00)
The new contract sum including this Change Order will be	\$ 968,729.96
The contract time will not be changed by this Change Order by 0 days	



ICS  
104 Park Ave N, Suite 201  
Park Rapids, Minnesota 56470

Rapids Plumbing and Heating  
25767 US Hwy 2  
Grand Rapids Minnesota 55744

City of Grand Rapids  
420 North Pokegama Ave  
Grand Rapids Minnesota 55744

City of Grand Rapids  
420 North Pokegama Ave  
Grand Rapids Minnesota 55744

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ICS  
104 Park Ave N, Suite 201  
Park Rapids, Minnesota 56470  
Phone: (763) 354-2670

Project: S19041C - IRA Civic Center- Grand Rapids  
1401 NW 3rd Ave  
Grand Rapids, Minnesota 55744

**DRAFT****Contract Change Order #001: CE #023 - PR 18 (RFI 26: Roof fans)  
CREDIT to not reinstall**

<b>CONTRACT COMPANY:</b>	<b>Thelen Heating &amp; Roofing, Inc.</b> 1717 13th Street S.E. Brainerd, Minnesota 56401	<b>CONTRACT FOR:</b>	SC-S19041C-004:WS 04 Roofing - Thelen
<b>DATE CREATED:</b>	7/20/2023	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	07/25/2023	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	PR 18 Roof vents/fans Credit	<b>CHANGE REASON:</b>	Client Request
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	(\$2,568.00)

**DESCRIPTION:**

CE #023 - PR 18 (RFI 26: Roof fans) CREDIT to not reinstall  
See the attached PR 18. Provide a Credit to the Owner for no roof fans/vents to reinstall.

**ATTACHMENTS:**

[RFP#018.pdf](#) [17073.30 - RFP 18 Roof Fans.pdf](#)

**CHANGE ORDER LINE ITEMS:****CCO #001**

#	Cost Code	Description	Type	Amount
1	5--5.04 - Work Scope 04	PR 18 (RFI 26: Roof fans) CREDIT to not reinstall	Other	(\$2,568.00)
<b>Subtotal:</b>				(\$2,568.00)
<b>Grand Total:</b>				(\$2,568.00)

The original (Contract Sum)	\$ 728,000.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 728,000.00
The contract sum would be changed by this Change Order in the amount of	(\$2,568.00)
The new contract sum including this Change Order will be	\$ 725,432.00
The contract time will not be changed by this Change Order by 0 days	

ICS  
104 Park Ave N, Suite 201  
Park Rapids, Minnesota 56470

**Thelen Heating & Roofing, Inc.**  
1717 13th Street S.E.  
Brainerd Minnesota 56401

**City of Grand Rapids**  
420 North Pokegama Ave  
Grand Rapids Minnesota  
55744

**City of Grand Rapids**  
420 North Pokegama Ave  
Grand Rapids Minnesota  
55744

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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 24, 2023

**AGENDA ITEM:** Consider adopting a resolution accepting the donations from 2023 National Night Out Supporters of Barnaba 22 LLC, John Dimich Law and Blandin Paper Company.

**PREPARED BY:** Chief Andy Morgan

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**BACKGROUND:**

National Night Out is an annual community-building event that promotes a stronger partnership between police and community. Grand Rapids Police Department has hosted numerous successful National Night Out gatherings in the past. This year's event will be at Central School, August 1, 2023 and will run 4:30-7:30pm.

Below you will find the gracious financial donors of this year's event.

- Barnabas 22 LLC donated \$50.00 to the Grand Rapids Police Department for National Night Out event.
- John Dimich donated \$200.00 to the Grand Rapids Police Department for National Night Out
- Blandin Paper Co. donated \$250.00 to the Grand Rapids Police Department for National Night Out

We greatly value continued partnerships with all.

Attached you will find a public announcement of the National Night Out event.

**REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution accepting the donations from 2023 National Night Out Supporters of Barnaba 22 LLC, John Dimich Law and Blandin Paper Company.

Grand Rapids Police Department

# National Night Out

**It's a Free Event!**

Go out and have a true sense of unity in our community



Tuesday  
**August 01**

**Old Central School**  
10 NW 5th St ~ Grand Rapids, MN  
From 4:30pm - 7:30pm



There will be a K-9 demonstration, a bouncy house, food booth, and displays from Local Emergency Services, and community groups.



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

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A \$50.00 DONATION FROM BARNABAS 22 LLC, A \$200.00 DONATION FROM JOHN DIMICH and A \$250.00 DONATION FROM BLANDIN PAPER CO FOR THE GRAND RAPIDS POLICE DEPARTMENT'S PUBLIC SAFETY EDUCATION FUND FOR NATIONAL NIGHT OUT EXPENDITURES

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 donations and terms of the donors as follows:

- Barnabas 22 LLC donated \$50.00 to the Grand Rapids Police Department for National Night Out event.
- John Dimich donated \$200.00 to the Grand Rapids Police Department for National Night Out
- Blandin Paper Co. donated \$250.00 to the Grand Rapids Police Department for National Night Out

Adopted this 24<sup>th</sup> day of July, 2023

---

Dale Christy, Mayor

Attest:

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Kimberly Johnson-Gibeau, City Clerk

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