



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

CITY COUNCIL MEETING AGENDA
Monday, February 14, 2022
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, February 14, 2022 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve minutes for City Council meetings on Monday, January 24, 2022.

VERIFIED CLAIMS:

2. Approve the verified claims for the period January 19, 2022 to February 7, 2022 in the total amount of \$511,919.97.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Acknowledge the following minutes:

November 17th & 30th, 2021 PUC Meetings
November 24, 2021 Human Rights Commission
December 16, 2021 GREDA meeting
December 21, 2021 Golf Board
January 12, 2022 Library Board
January 13, 2022 GREDA Meeting

CONSENT AGENDA:

4. Consider adopting a resolution to accept an FAA Airport Rescue Grant and authorize the Mayor and City Clerk to execute such contract.
5. Consider approving temporary 1-4 Liquor Licenses for MacRostie Art Center First Friday Events
6. Consider approving Redpath and Company's addendum dated January 20, 2022 for audit years 2020 through 2022.

- [7.](#) DNR Amendment #1 for Grant Contract Agreement #185406
- [8.](#) Consider adopting a resolution to authorize transferring approximately \$139,319 from the General Fund to the Capital Fund-General Improvements Capital Project for the May Mobility Project and an operating transfer from the General Fund to the Capital Fund-Capital Equipment Replacement Fund in the amount of \$13,957.
- [9.](#) Consider authorizing the Police Department to enter into a Joint Powers Agreement with the Aitkin-Itasca-Mille Lacs Drug Task Force.
- [10.](#) Consider adopting a resolution to authorize closing Capital Projects Fund-2019 Infrastructure Fund.
- [11.](#) Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust.
- [12.](#) Consider approving Northern Industrial Erectors and Shannon Mechanical change orders for New Fire Hall.
- [13.](#) Consider adopting a resolution to authorize an operating transfer from the Capital Project Fund-Permanent Improvement Revolving Fund to the Capital Project Fund-General Capital Improvement Projects.
- [14.](#) Approve temporary liquor license for IEDC event for March 4, 2022.
- [15.](#) Approve temporary liquor license for Itasca Curling Association event for March 25-27, 2022.
- [16.](#) Consider final pay applications from Taracon Precast and Absolute Fire Protection for new Fire Hall.
- [17.](#) Consider amendments to the Personnel Policy Manual.
- [18.](#) Consider accepting the retirement of Bob Kuschel from the Grand Rapids Fire Department.
- [19.](#) Consider accepting a disability retirement from Robert M. Stein.
- [20.](#) Consider providing a comment regarding the Huber Engineered Woods Project EAW
- [21.](#) Consider adopting a resolution regarding the approval of a DEED Minnesota Investment Fund (MIF) application by the Grand Rapids Economic Development Authority for the ASV/Yanmar expansion project
- [22.](#) Consider adopting a resolution authorizing a grant application to the IRRR Development Infrastructure Grant program for the ASV/Yanmar Expansion Project
- [23.](#) Consider hiring Mark Stish as a temporary Janitor through Personnel Dynamics.
- [24.](#) Void Lost Payroll Checks and Issue a Replacement Check
- [25.](#) Consider entering into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 3, 2022.

26. Consider authorizing the Police Department to enter into contract with service provider Steven E. Breitbarth, M. Div., LMFT.

SET REGULAR AGENDA:

ADMINISTRATION:

27. Consider appointments to Boards & Commissions

FIRE:

28. Consider creating an eligibility list for Firefighter and appoint four applicants to the Grand Rapids Fire Department's roster.
29. Appointment of Chad Trombly to the position of Haz-Mat Equipment/Training Assistant position effective February 15, 2022.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 28, 2022 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL CLOSED MEETING MINUTES
Monday, January 24, 2022
4:00 PM

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

ROLL CALL:

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

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

BUSINESS:

Mayor Christy states the purpose of the closed session and calls for a motion to close the meeting.

Motion made by Councilor Connelly, Seconded by Councilor Toven to close the meeting. Voting Yea: Mayor Christy, Councilor Adams, Councilor Blake

1. Conduct discussions relative to the possible sale of real property (Property ID: 91-415-3010) pursuant to Minnesota Statute 13D.05, Subd. 3(c)

Mr. Mattei provides background information regarding the possible sale of the property.

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

Motion made by Councilor Blake, Seconded by Councilor Connelly to close the closed meeting. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ADJOURN:

There being no further business, the meeting adjourned at 4:41 PM.

Respectfully submitted:

Kimberly Gibeau

Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL WORKSESSION MINUTES
Monday, January 24, 2022
4:00 PM

Mayor Christy called the meeting to order at 4:44 PM.

ROLL CALL:

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

Staff present: Tom Pagel, Chad Sterle, Steve Schaar, Kevin Ott, Andy Morgan, Barb Baird

BUSINESS:

1. Discuss Joint Powers Agreement to Form the Aitkin, Itasca, Mille Lacs Drug Task Force

Police Chief Steve Schaar provided background information regarding the Joint Powers Agreement, along with Police Captains Morgan and Ott, who shared crime statistics and how this agreement can have a positive impact on law enforcement and the community. Following discussion, this item will be brought to a regular Council meeting for further consideration.

REVIEW OF REGULAR AGENDA:

Upon review, item #21 on Consent is moved to Regular agenda as item #24b. No other changes or additions are noted.

ADJOURN:

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

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES
Monday, January 24, 2022
5:00 PM

Mayor Christy called the meeting to order at 5:04 PM.

CALL OF ROLL:

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

Staff present: Tom Pagel, Chad Sterle, Matt Wegwerth, Barb Baird, Steve Schaar

PUBLIC FORUM:

Simon Gratten, 212 NE 3rd Street, speaks to the Climate Emergency issue.

Bill Schnell, 701 SW 11th Avenue, expresses thanks regarding the climate emergency declaration.

Pauline Edington, 29627 Mactavish Drive, also expresses appreciation for the climate emergency declaration.

COUNCIL REPORTS:

Councilor Connelly provides information regarding the IRA Civic Center steering committee meeting where design presentation was viewed. A recent GREDA meeting approved plans for hotel at former K-Mart sight, approved 2022 workplan and discussed RFP for update on downtown master plan.

APPROVAL OF MINUTES:

1. Approve minutes for Monday, January 10, 2022 City Council Regular Meeting.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period January 4, 2022 to January 18, 2022 in the total amount of \$3,698,563.70 of which \$2,477,755.00 are debt service payments.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Acknowledged:
 - December 8, 2021 Library Board Minutes
 - November 2, 2021 Arts & Culture Minutes
 - November 18, 2021 GREDA Minutes
 - September 2, 2021 Planning Commission Minutes

CONSENT AGENDA:

4. Approve amended concessionaire agreement with Pokegama Grill
5. Consider adopting a resolution accepting two (2) Visa gift cards in the amount of \$50.00 each from Carol and Dennis Olson.

Adopted Resolution 22-05

6. Consider adopting a resolution accepting a donation of \$1,500.00 from Minnesota Power to be used in purchasing an (1) Zoll AED Plus Unit

Adopted Resolution 22-06

7. Consider adopting a Resolution Requesting Coverage for ICTV, a Nonprofit Corporation.

Adopted Resolution 22-07

8. Consider adopting resolutions to accept and execute the MNDOT Airport Maintenance and Operation Grant Contract #1047460 and authorize the Mayor and City Clerk to sign such contract.

Adopted Resolution 22-08

9. Adopt a resolution for amended HMEP grant from the MN Department of Public Safety

Adopted Resolution 22-09

10. Consider authorizing the Grand Rapids Fire Department to submit an entry into the Year of Giving Campaign.
11. Consider entering into a support agreement with AVI Systems Inc.

12. PW PT Eligibility List for Winter Maintenance
13. Adopt a resolution amending the City Wide fee schedule to include fee for Citation Hearing Fee

Adopted Resolution 22-10

14. Consider adopting a resolution approving a loan to the Capital Equipment Fund in the amount of \$386,595.

Adopted Resolution 22-11

15. Consider accepting the resignation of Tom Foss from the Haz-Mat Equipment/Training Assistant position.
16. Approve Eagle Club Systems Agreement
17. Approve purchase of Toro Greensmower
18. Consider approving Trackman Virtual Golf Agreement
19. Approve purchase of Turfwerks Topdresser
20. Consider adopting a resolution approving budgeted transfers from the General Fund to Special Revenue Funds-Domestic Animal Control Facility and Central School.

Adopted Resolution 22-12

21. Moved to regular agenda as #24a.
22. Consider designating Community Festivals for the City of Grand Rapids

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

SET REGULAR AGENDA:

Motion made by Councilor Toven, Second by Councilor Adams. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

CIVIC CENTER & PARKS:

23. Consider a resolution requesting amendments to Local Sales and Use Tax Authorization

Motion made by Councilor Connelly, Second by Councilor Adams to **adopt Resolution 22-13**, approving amendments as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

24. Consider an amendment to the professional services agreement with ICS for the IRA Civic Center

Motion made by Councilor Connelly, Second by Councilor Toven. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

- 24a. Consider adopting a resolution declaring a climate emergency in Grand Rapids, Minnesota.

City Engineer/PW Director Wegwerth provides background information and action items. Toven provides details regarding origination and overall goals of Resolution.

Motion made by Councilor Blake, Second by Councilor Toven to **adopt Resolution 22-14** declaring climate emergency. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:30 PM)

Mayor Christy states the reason for the public hearing. The City Clerk confirmed all required notices have been made. Written correspondence was received from St. Joseph's Church and is included in the official record.

25. Consider conducting the Public Hearing for CP 2003-18, 21st Street SW Extension.

Wegwerth provided overview of project, recommendation for option 2, and proposed assessments.

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

Jack Yates, 35409 Lake Street, Cohasset and member of St. Joseph's Catholic Church, questions reason for the church paying assessments.

John Rein, St. Joseph's Rep, asks what benefit to the Church? These assessments would be crippling to the Church.

Rebecca Maunu, 19467 Bluebird Drive, St. Joseph's, addresses concerns over fast moving project and plans to build senior housing on the campus for parishioners. The speed at which this project is moving provides no time for the Church to prepare. Requesting the Council wait on the project.

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

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

ENGINEERING PUBLIC WORKS:

26. Consider adopting a resolution ordering CP 2003-18, 21st Street SW Extension and the plans and specifications for the project to be completed.
27. Consider approving SLA 2003-18 amendment with SEH for design and construction engineering services related to CP 2003-18, 21st Street SW Extension.
28. Consider approving a resolution requesting a MSA advance for CP 2003-18, 21st Street SW Extension.

Motion made by Councilor Blake, Second by Councilor Connelly to **adopt Resolution 22-15**, ordering Plans and specs for CP 2003-18, 21st Street SW Extension; approve SLA amendment with SEH and **adopt Resolution 22-16** requesting MSA Advance and direct staff to work with St. Joseph's Catholic Church on the assessments. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

29. Consider authorizing quotes for tree clearing related to CP 2003-18 and award a contract to Wabana Clearing and Excavating, LLC

Motion made by Councilor Blake, Second by Councilor Adams authorizing tree clearing quotes and award contract to Wabana Clearing & Excavating. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:34 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 02/10/2022
 TIME: 14:31:53
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/14/2022

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0500050	E3 CONSULTING SERVICES	-251.63
1309335	MINNESOTA REVENUE	251.63
	TOTAL	0.00
CITY WIDE		
0100072	AVI SYSTEMS INC	5,000.00
0401740	DATEL CONSULTING GROUP LLC	267.00
0718060	GRAND RAPIDS HERALD REVIEW	222.00
1915248	SHI INTERNATIONAL CORP	1,918.17
1920555	STOKES PRINTING & OFFICE	15.99
	TOTAL CITY WIDE	7,423.16
ADMINISTRATION		
0118653	ARROWHEAD HUMAN RESOURCES ASSN	65.00
1215630	LOREN SOLBERG CONSULTING, LLC	2,339.00
1301020	MADDEN GALANTER HANSEN, LLP	170.00
1321525	MUNICODE	2,995.00
	TOTAL ADMINISTRATION	5,569.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0221650	BURGGRAF'S ACE HARDWARE	13.18
0315455	COLE HARDWARE INC	71.96
0920060	ITASCA COUNTY TREASURER	256.90
1315725	THE MOTOR SHOP LLC	425.00
1901535	SANDSTROM'S INC	74.75
2018680	TRU NORTH ELECTRIC LLC	80.00
	TOTAL BUILDING SAFETY DIVISION	974.68
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	109.00
1920555	STOKES PRINTING & OFFICE	15.99
	TOTAL COMMUNITY DEVELOPMENT	124.99
FINANCE		
0718060	GRAND RAPIDS HERALD REVIEW	376.38

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FINANCE		
1309330	MINNESOTA SOCIETY OF CPA'S	340.00
1309495	MINUTEMAN PRESS	203.85
1805195	REDPATH AND COMPANY, LTD	12,128.00
TOTAL FINANCE		13,048.23
FIRE		
0118100	ARAMARK UNIFORM SERVICES	55.12
0121721	AUTO VALUE - GRAND RAPIDS	568.26
0121725	AUTOMOTIVE ELECTRIC LLC	856.70
0301685	CARQUEST AUTO PARTS	52.11
0315455	COLE HARDWARE INC	35.66
0401804	DAVIS OIL INC	179.58
0504825	EDWARDS OIL INC	94.69
0513231	EMERGENCY APPARATUS	7,645.20
0920060	ITASCA COUNTY TREASURER	168.97
1415484	NORTHERN LIGHTS TRUCK	114.52
1601753	PAULS LOCKS AND KEYS LLC	1,397.00
TOTAL FIRE		11,167.81
INFORMATION TECHNOLOGY		
0500050	E3 CONSULTING SERVICES	1,006.50
TOTAL INFORMATION TECHNOLOGY		1,006.50
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	3,831.75
0104799	ADVANCED SERVICES INC	252.00
0121721	AUTO VALUE - GRAND RAPIDS	231.64
0301685	CARQUEST AUTO PARTS	136.75
0315455	COLE HARDWARE INC	14.92
0401420	DAKOTA FLUID POWER, INC	199.72
0401804	DAVIS OIL INC	3,078.81
0514802	ENVIROTECH SERVICES INC	2,419.50
0601690	FASTENAL COMPANY	1,433.23
0800040	H & L MESABI	2,016.00
0920060	ITASCA COUNTY TREASURER	716.91
1000080	J T SERVICES	6,975.00
1200500	L&M SUPPLY	26.94
1201850	LAWSON PRODUCTS INC	26.60
1303039	MCCOY CONSTRUCTION & FORESTRY	196.08
1415536	NORTHLAND HYDRAULICS SERVICE	4,236.52

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INVOICES DUE ON/BEFORE 02/14/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1421155	NUCH'S IN THE CORNER	120.00
1920555	STOKES PRINTING & OFFICE	15.99
2000522	TNT CONSTRUCTION GROUP, LLC	155.00
TOTAL PUBLIC WORKS		26,083.36
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	311.57
0315455	COLE HARDWARE INC	28.14
0401420	DAKOTA FLUID POWER, INC	2,246.00
0601690	FASTENAL COMPANY	467.02
0920060	ITASCA COUNTY TREASURER	62.21
1200500	L&M SUPPLY	148.39
1201850	LAWSON PRODUCTS INC	33.40
1301720	MATCO TOOLS	141.55
1309725	MITCHELL1	1,762.56
1801615	RAPIDS WELDING SUPPLY INC	295.52
1920070	STATE CHEMICAL MFG COMPANY	299.35
2209421	VIKING ELECTRIC SUPPLY INC	253.82
2301906	WAYNES AUTOMOTIVE	15.60
TOTAL FLEET MAINTENANCE		6,065.13
POLICE		
0221650	BURGGRAF'S ACE HARDWARE	62.99
0415529	DONDELINGER FORD	172.92
0718060	GRAND RAPIDS HERALD REVIEW	308.00
0920060	ITASCA COUNTY TREASURER	3,877.87
1200500	L&M SUPPLY	37.99
1309149	MN CHIEFS OF POLICE ASSOC	180.00
1309332	MN STATE RETIREMENT SYSTEM	2,256.45
1618125	PRAXAIR DISTRIBUTION INC	86.89
1801570	APS COMPANIES	5.50
1801611	RAPIDS RADIO LLC	312.50
1901500	SAMMY'S PIZZA	165.45
1920555	STOKES PRINTING & OFFICE	33.95
2000400	T J TOWING	130.75
TOTAL POLICE		7,631.26
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	269.52

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INVOICES DUE ON/BEFORE 02/14/2022

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0221650	BURGGRAF'S ACE HARDWARE	12.99
0701650	GARTNER REFRIGERATION CO	699.73
1401650	NARDINI FIRE EQUIPMENT CO INC	1,183.59
1901535	SANDSTROM'S INC	186.96
	TOTAL	2,352.79
AIRPORT		
0301685	CARQUEST AUTO PARTS	66.10
0315455	COLE HARDWARE INC	4.99
0504825	EDWARDS OIL INC	1,486.39
0800040	H & L MESABI	1,602.47
0801450	HALI-BRITE INC	3,507.43
0920060	ITASCA COUNTY TREASURER	156.80
1105444	KELLER FENCE COMPANY	1,325.00
1301015	MACQUEEN EQUIPMENT INC	1,878.79
1801610	RAPIDS PLUMBING & HEATING INC	621.00
2018680	TRU NORTH ELECTRIC LLC	645.25
	TOTAL	11,294.22
CIVIC CENTER		
GENERAL ADMINISTRATION		
0114200	ANDERSON GLASS	1,053.38
0221650	BURGGRAF'S ACE HARDWARE	17.74
0315455	COLE HARDWARE INC	75.75
0315495	COMMERCIAL REFRIGERATION	6,509.15
0601690	FASTENAL COMPANY	81.86
1309332	MN STATE RETIREMENT SYSTEM	1,748.98
1421155	NUCH'S IN THE CORNER	13.45
1800655	R & R SPECIALTIES INC	1,033.40
1901535	SANDSTROM'S INC	898.36
2209421	VIKING ELECTRIC SUPPLY INC	1,187.30
	TOTAL GENERAL ADMINISTRATION	12,619.37
STATE HAZ-MAT RESPONSE TEAM		
0601690	FASTENAL COMPANY	228.24
	TOTAL	228.24

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INVOICES DUE ON/BEFORE 02/14/2022

VENDOR #	NAME	AMOUNT DUE
CEMETERY		
0100046	ASV HOLDINGS INC	61.81
0920060	ITASCA COUNTY TREASURER	140.42
TOTAL		202.23
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	191.51
1801610	RAPIDS PLUMBING & HEATING INC	264.00
TOTAL		455.51
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1612745	PLUM CATALYST LLC, THE	12,500.00
TOTAL MAY MOBILITY		12,500.00
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0102697	ABSOLUTE FIRE PROTECTION INC	1,814.10
1908090	SHANNON'S INC	5,925.15
2005625	TARACON PRECAST LLC	25,717.27
TOTAL CP2020/FD-1 NEW FIRE HALL		33,456.52
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
0718060	GRAND RAPIDS HERALD REVIEW	327.75
TOTAL 21ST STREET IMPROVEMENTS		327.75
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	19.54
0301705	CASPER CONSTRUCTION INC	2,012.50
0315455	COLE HARDWARE INC	22.99
0401804	DAVIS OIL INC	11,889.37
0514798	ENVIRONMENTAL EQUIPMENT AND	1,263.09
0920060	ITASCA COUNTY TREASURER	630.73
1205090	LEAGUE OF MINNESOTA CITIES	780.00

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VENDOR #	NAME	AMOUNT DUE

STORM WATER UTILITY		
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
2000522	TNT CONSTRUCTION GROUP, LLC	221.25
TOTAL		19,039.47
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$171,570.22
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104095	DALE ADAMS	69.03
0113105	AMAZON CAPITAL SERVICES	20.21
0205640	LEAGUE OF MN CITIES INS TRUST	681.09
0305530	CENTURYLINK QC	57.49
0309600	CIRCLE K/HOLIDAY	382.16
0315105	COALITION OF GREATER MN CITIES	75.00
0315454	TRAVIS COLE	46.00
0418360	DVS RENEWAL	178.50
0605191	FIDELITY SECURITY LIFE	93.50
0609270	FIELD TRAINING SOLUTIONS	590.00
0717988	SHAWN GRAEBER	46.00
0718015	GRAND RAPIDS CITY PAYROLL	269,077.00
0718070	GRAND RAPIDS STATE BANK	65.00
0900060	ICTV	18,158.10
0920055	ITASCA COUNTY RECORDER	46.00
1121695	LANCE KUSCHEL	46.00
1201402	LAKE COUNTRY POWER	44.97
1205090	LEAGUE OF MINNESOTA CITIES	20.00
1209516	LINCOLN NATIONAL LIFE	2,093.89
1301145	MARCO TECHNOLOGIES, LLC	85.62
1305046	MEDIACOM LLC	136.90
1309149	MN CHIEFS OF POLICE ASSOC	1,530.00
1309199	MINNESOTA ENERGY RESOURCES	6,914.04
1309274	MN MUNICIPAL UTILITIES ASSOC	75.00
1309335	MINNESOTA REVENUE	419.00
1309338	MN STATE TREAS/BLDG INSPECTOR	1,222.30
1315654	NATHAN MORLAN	241.39
1415479	NORTHERN DRUG SCREENING INC	165.00
1502645	GARY O'BRIEN	50.00
1503151	ODC - MOTOR VEHICLE	943.25
1601305	THOMAS J. PAGEL	1,294.69
1601750	PAUL BUNYAN COMMUNICATIONS	1,702.79
1605734	JON PETERSON	653.91
2000100	TASC	30.60
2000490	TDS Metrocom	569.32
2114360	UNITED PARCEL SERVICE	32.79
2114750	UNUM LIFE INSURANCE CO OF AMER	279.93
2209705	VISIT GRAND RAPIDS INC	18,998.58

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INVOICES DUE ON/BEFORE 02/14/2022

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
2215650	VORONYAK BUILDERS INC	10,000.00
2301700	WM CORPORATE SERVICES, INC	1,888.33
2305300	MATTHEW WEGWERTH	230.68
2305825	WEX INC	1,050.69
T001406	GO PERMITS	45.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$340,349.75
TOTAL ALL DEPARTMENTS		\$511,919.97



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, December 16, 2021
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, December 16, 2021 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 minutes from the November 18, 2021 regular meeting.

Motion by Commissioner Hodnik, second by Commissioner Jackson to approve the minutes of the November 18, 2021 regular meeting. The following voted in favor thereof: R. Blake, Jackson, Connelly, Korte, Hodnik, Bruns, S. Blake. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims.

Motion by Commissioner Korte, second by Commissioner R. Blake to approve the claims in the amount of \$57,623.33. The following voted in favor thereof: Bruns, Hodnik, Korte, Connelly, R. Blake, Jackson, Connelly, S. Blake. Opposed: None, passed unanimously.

BUSINESS

3. Develop 2022 GREDA Work Plan

The Commissioners reviewed the proposed 2022 work plan goal ranking tabulations. Mr. Mattei will update the final plan for approval at the next meeting.

UPDATES

Industrial Spec Building-Staff will review the financing and budgeting work and preliminary conclusions thus far.

Forest Lake School Site- A potential layout was provided as well as a review of the housing development process.

Downtown Plan-A RFP will be sent out to update the plan.

4. Update on Industrial Spec Building

EnterTextHere

ADJOURN

MEMBERS & TERMS

Rick Blake - 12/31/2022 (with Council term)

Tasha Connelly - 12/31/2022 (with Council term)

Cory Jackson - 3/1/23

Mike Korte - 3/1/22

Al Hodnik - 3/1/27

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, January 13, 2022
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, January 13, 2022 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
Commissioner Cory Jackson
President Sholom Blake
Commissioner Tasha Connelly
Commissioner Rick Blake
Commissioner Wayne Bruns

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 minutes from the December 16, 2021 regular meeting.

Motion by Commissioner Connelly, second by Commissioner Jackson to approve the minutes of the December 16, 2021 regular meeting. The following voted in favor thereof: Hodnik, Connelly, S. Blake, Jackson, Bruns, R. Blake. Opposed: None, passed: unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$37,892.61.

Motion by Commissioner Jackson, second by Commissioner Hodnik to approve the claims in the amount of \$37,892.61. The following voted in favor thereof: R. Blake, Bruns, Jackson, S. Blake, Connelly, Hodnik. Opposed: None, passed unanimously.

BUSINESS

3. Consider approval of the GREDA 2022 Work Plan

Community Development Director Mattei reviewed the GREDA 2022 Work Plan with the Commissioners.

Motion by Commissioner Connelly, second by Commissioner R. Blake, to approve the GREDA 2022 Work Plan. The following voted in favor thereof: Hodnik, Connelly, S. Blake, Jackson, Bruns, R. Blake. Opposed: None, passed unanimously.

4. Discuss Downtown Planning Project

A copy of the current Downtown Plan Master Plan was provided for the Commissioners to review as well as the draft RFP. Mr. Mattei has reached out to the Blandin Foundation for possible funding of this project. Once funding is in place a final RFP will be brought back to the GREDA for approval before issuing.

UPDATES

5. DNR Purchase of GREDA Hangar

A purchase agreement has been received from the DNR in the amount of \$600,000 and is currently being reviewed by our attorneys. Once the attorneys have reviewed and made any necessary changes it will be brought to the GREDA for approval.

The Pillars Project- This is the most successful launch the developer has had and they are now looking for another site in Grand Rapids for a second project.

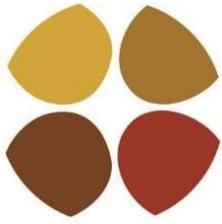
Grant Applications for ASV Project- Mr. Mattei will be working on securing grants from IRRRB, DEED Job Creation Fund and the MN Investment fund for this project.

ADJOURN

There being no further business the meeting adjourned at 4:31 p.m.

MEMBERS & TERMS

- Rick Blake - 12/31/2022 (with Council term)
- Tasha Connelly - 12/31/2022 (with Council term)
- Cory Jackson - 3/1/23
- Mike Korte - 3/1/22
- Wayne Bruns - 3/1/25
- Sholom Blake - 3/1/25
- Al Hodnik - 3/1/27



CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, November 24, 2021
4:00 PM

MISSION STATEMENT

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

CALL TO ORDER: Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Wednesday, November 24, 2021 at 4:00 PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

ROLL CALL:

Commissioner Learmont
Commissioner Lopez-Cortes
Commissioner Hodgson
Commissioner Erickson
Commission Chair Friesen

Absent:

Commissioner Joselyn
Commissioner Connelly

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

No Public Input.

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.)

Add item # 8 Georgia Fort Update

Add Item #9 Proposal for Support of “Community Voices: People of Color Telling Their Stories” put on by VEMA - Voices for Ethnic and Multicultural Awareness.

Add Item #10 Discuss meeting on December 29th, 2021

Motion to accept the Agenda Additions #8, #9 & #10 made by Commissioner Lopez-Cortes, second by Commissioner Learmont. All in favor, motion passed.

APPROVE MINUTES:

Motion made by Commissioner Hodgson to approve the October 27th, 2021 Minutes and second by Commissioner Lopez-Cortes. All in favor, motion passed.

1. October 27th, 2021 Minutes

FINANCIALS:

The financial balance at this time dated November 30, 2021, does not include the committed \$2,500 for the Georgia Fort Exhibit.

2. **Monthly Financial Balance:** \$6,468.00

BUSINESS:**3. Commission On-Boarding:**

The Commission was given a handout of the "New Commissioner On-Boarding Packet" by Commissioner Erickson. She will work with IT Director Erik Scott to put on the city's website. suggestions were to add links to the MN Data Practices Act, the Human Rights Statutes and it was suggested that everything be as concise as possible. The comment was made that it is very well done.

There were questions on Article #8 of the by-laws regarding having a treasurer and secretary or is that what the city supplies to the Commission. Was this removed from the by-laws or can we designate officers at the Spring, March Meeting? This on-boarding packet will be a continual process.

4. November/December Training Opportunities:

A question was asked who will be attending the Rural Minnesota Equity Summit at a cost of \$50.00 per participant. Commissioner Lopez-Cortes will be attending the Summit training being held November 30th and December 1st.

A motion was made by Commissioner Erickson to fund up to three Commission members to participate in the Rural Minnesota Equity Summit at a cost of \$50.00 per person being held November 30th and December 1st, 2021, motion seconded by Commissioner Lopez-Cortes. All in favor, motion passed.

IDI Training: Intercultural Development Inventory Training, is a new training that uses a questionnaire that rates the needs of a group at \$30.00 per person. An outside facilitator, someone will come to work with the Commission. Commissioner Learmont suggested that the Commission wait to commit funds for this training until next year.

5. Report on Work Plan/Financial Update:

There were a few corrections on the Work Plan: Page 2 under Juneteenth, it should be "freedom from discrimination", Page 6 under Juneteenth correction change "of" to "from". On Page 5 under paragraph 2, at the end of the first line, take out one of the "based upon"s.

We will review the Work Plan at the January 2022 meeting and know more about the budget after the City Council's meeting on truth and taxation coming up in December.

6. Calendar Revision:

The City Calendar will be adopted at the December 20th City Council Meeting and we can discuss the Speaker Commitments and Ethnic Heritage Calendars at that time.

7. CAT Team/Colored Lines Documentary, Focus on Local Issues:

Nothing new at this time, tie into new Agenda Item #9.

8. New Item: Georgia Fort Exhibit Update:

The exhibit will run around the middle of December and go to ICC's student center in January. By the December meeting we should have more details. The MacRostie and KAXE will be marketing the event.

9. New Item: VEMA, the Voices for Ethnic and Multicultural Awareness will host

"Community Voices: People of Color Telling Their Stories" on December 7th, 2021. It is free, but pre-registration is required. Seraphia is the founder of VEMA and she is the anti-racism organizer for Kootasca. It would make sense to partner with them for this event. Their request for funding is \$2,544.00 and it would cover honorarium for the 10 speakers of the event.

The Blandin Foundation and Kootasca have both vetted VEMA, but before the Commission releases any funding they would like them, VEMA, to be subject to the approval of the City Clerk and the City Attorney.

Motion was made by Commissioner Erickson to approve \$2,544.00 made payable to Kootasca for "Community Voices: People of Color Telling Their Stories" on December 7th, 2021, at the Reif Center, subject to the review and approval of the City Attorney. Motion was seconded by Commissioner Hodgson. All in favor, Commissioner Lopez-Cortes abstained. Motion Passed.

10. **New Item: December 29th, 2021 Commission Meeting:** The Commission meeting on December 29th as far as the members present state, is still going to be held. If anyone is unable to attend, please contact Commissioner Friesen and let her know by December 15th, 2021.

CALLS/COMPLAINTS/INQUIRIES:

There was an inquiry from the Presbyterian Church regarding awareness of racial injustice in the community and in their church. There is an item in the work plan addressing this.

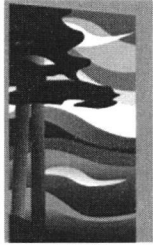
SET AGENDA FOR NEXT MEETING:

1. Approval of November 24th, 2021 Minutes.
2. Monthly Financial Balance
3. Georgia Fort Exhibit Update
4. VEMA: Community Voices: "People of Color Telling Their Stories"
5. Training Opportunities: Update on Rural Equity Summit
6. End of Year Financial Update

ADJOURN:

Motion to adjourn meeting at 5:26pm.

Respectfully submitted by Cynthia Lyman



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

GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, January 12, 2022

5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids Area Library Board will be held on Wednesday, January 12, 2022 at 5:00 PM in City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

1. Welcome new Board member Aaron Squadroni!

Present: Blocker, Kee, Lassen, MacDonell, Martin, Squadroni, Tabbert, Teigland

Absent: Richards

Staff present: Will Richter, Library Director

APPROVAL OF AGENDA:

Motion to: approve agenda as presented

Mover: Blocker

Seconder: Martin

Result: Passed 8-0 via roll-call

2. Election of 2022 Board President, Vice President, and Secretary.

Motion to: appoint MacDonell (P), Martin (VP), and Tabbert (S)

Mover: Blocker

Seconder: Martin

Result: Passed 8-0 via roll-call

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

None

APPROVAL OF MINUTES:

3. Library Board Meeting Minutes 12-8-2021

Motion to: approve December minutes as presented

Mover: Kee

Seconder: Blocker

Result: Passed 8-0 via roll-call

COMMUNICATIONS:

None

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

4. Summary Bill List
5. Detailed Bill List
6. Schedule of Changes in Revenue, Expenditures, and Fund Balance
7. Revenue and Expenditures YTD
8. Detailed Revenue and Expense Report
9. Library Balance Sheet

Motion to: approve financial reports and payment of bills as listed in Board packet

Mover: Martin

Seconder: Blocker

Result: Passed 8-0 via roll call

CONSENT AGENDA (Roll Call Vote Required):

10. Donation Resolution 2022-01

Motion to: approve consent agenda as presented

Mover: Blocker

Seconder: Kee

Result: Passed 8-0 via roll call

REGULAR AGENDA:

11. Review 2021 City and Township 'Service Area' Financial Support

Informational

12. State Library Services Presentation to Arrowhead Library System Directors

Informational

13. Grand Jam Venue

Motion to: approve Grand Jam venue at the Library (July 23)

Mover: Tabbert

Seconder: Blocker

Result: Passed 8-0 via roll call

UPDATES:

Friends: next meeting early February

Foundation: next meeting January 20 at Community Presbyterian at 5 pm.

STAFF REPORTS:

14. Staff Reports

Library Director presented key points of our advocacy message.

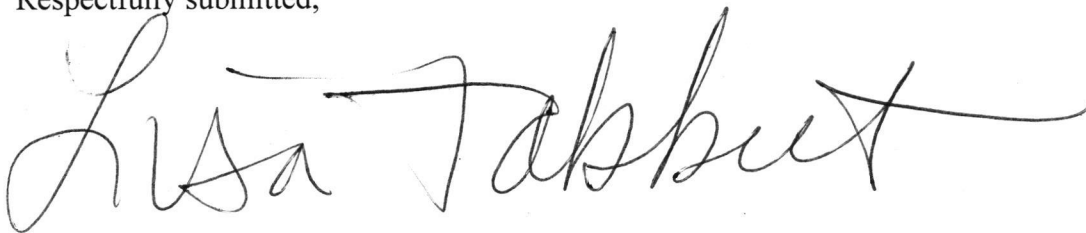
15. Library Statistics

Informational

ADJOURNMENT:

Meeting adjourned at 5:32 pm

Respectfully submitted,

A handwritten signature in black ink that reads "Lisa Tabbert". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Lisa Tabbert

Library Board Secretary

NEXT REGULAR MEETING IS SCHEDULED FOR February 9, 2022, AT 5:00 PM.

VENUE: City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, MN 55744

ATTEST: Will Richter, Director of Library Services

DATE: 01/06/2022
 TIME: 12:51:39
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/12/2022

VENDOR #	NAME	AMOUNT DUE

PUBLIC LIBRARY		
0113100	AMAZON.COM	62.40
0118100	ARAMARK UNIFORM SERVICES	44.22
0118660	ARROWHEAD LIBRARY SYSTEM	131.18
0201428	BAKER & TAYLOR LLC	2,114.13
0212124	BLACKSTONE PUBLISHING	694.20
0215750	BOUNDARY WATERS JOURNAL	26.00
0221650	BURGGRAF'S ACE HARDWARE	76.94
0305485	CENGAGE LEARNING INC	4,959.00
0405500	DEMCO INC	268.33
0421455	DULUTH NEWS TRIBUNE	346.84
0605652	FERGUSON WOLSELEY IND GROUP	342.37
0609525	FINDAWAY WORLD LLC	301.70
0701650	GARTNER REFRIGERATION CO	2,387.03
0718010	CITY OF GRAND RAPIDS	1,663.64
0914325	INGRAM ENTERTAINMENT INC.	130.84
1401650	NARDINI FIRE EQUIPMENT CO INC	225.00
1415377	NORTHERN BUSINESS PRODUCTS INC	197.41
1415535	NORTHLAND MACHINES	70.28
1605665	PERSONNEL DYNAMICS LLC	638.05
1901435	SALEM PRESS	1,165.50
1901535	SANDSTROM'S INC	348.37
2018680	TRU NORTH ELECTRIC LLC	110.67
2114356	UNIQUE MANAGEMENT SERVICES	152.15
2209421	VIKING ELECTRIC SUPPLY INC	890.40
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$17,346.65

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.37
0118100	ARAMARK UNIFORM SERVICES	44.34
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	40,607.20
1209516	LINCOLN NATIONAL LIFE	45.60
1301146	MARCO TECHNOLOGIES, LLC	120.43
1309199	MINNESOTA ENERGY RESOURCES	692.77
1309335	MINNESOTA REVENUE	74.30
1405850	NEXTERA COMMUNICATIONS LLC	74.44
1415377	NORTHERN BUSINESS PRODUCTS INC	740.34
1516220	OPERATING ENGINEERS LOCAL #49	9,162.00
1601750	PAUL BUNYAN COMMUNICATIONS	246.40
1605665	PERSONNEL DYNAMICS LLC	323.58
1621130	P.U.C.	2,425.60
2114750	UNUM LIFE INSURANCE CO OF AMER	19.35
2209665	VISA	4,522.75

Item 4. Item 3.

DATE: 01/06/2022
TIME: 12:51:39
ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 01/12/2022

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
2301700	WM CORPORATE SERVICES, INC	133.48
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$59,293.85
TOTAL ALL DEPARTMENTS		\$76,640.50

Board member

introduced the following resolution and moved for its adoption:

RESOLUTION NO. 2022-01
A RESOLUTION ACCEPTING DONATIONS

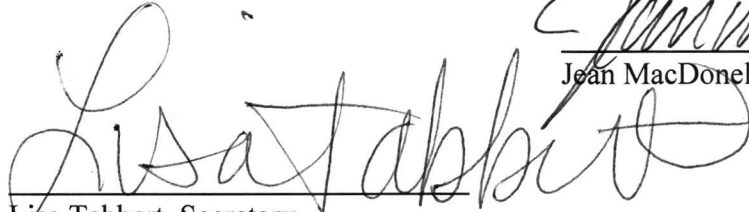
WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes, and

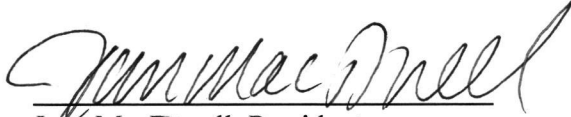
WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members,

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:

Roger & Carol Morrill - \$200.00 (undesignated)

Adopted this 12th day of January, 2022


Lisa Tabbert, Secretary


Jean MacDonell, President

Board member
in favor thereof:

seconded the foregoing resolution and the following voted

And the following voted against same:

And the following abstained:

Whereby the resolution was declared duly passed and adopted.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION SPECIAL MEETING MINUTES

Item 3.

Tuesday, November 30, 2021
8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Special Meeting/Work Session of the Grand Rapids Public Utilities Commission was held on Tuesday, November 30, 2021 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

1. Acknowledge the proper posting of the special meeting date, time, and purpose.

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco

ABSENT: Commissioner Rick Smith, with notice

BUSINESS:

2. Consider a motion to approve the verified claims for October & November 2021 in the amount \$168,934.12 (Computer Check Register \$168,934.12 and Manual Check Register \$0.00).

Motion made by Commissioner Blake, Seconded by Commissioner Francisco.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Blake, Commissioner Francisco

3. Consider adopting Resolution No. 11-30-21-11 approving the issuance and sale of \$1,120,000 City of Grand Rapids General Obligation Utility Revenue Refunding Bonds, Series 2021D

Motion made by Commissioner Francisco, Seconded by Secretary Kooda.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Blake, Commissioner Francisco

4. Review the preliminary 2022 operations and capital budgets.

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 9:45 AM.

Respectfully submitted: Carrie Jo Kruger, Administrative/HR Assistant.

The next Regular Meeting of the Commission is scheduled for Wednesday, December 15, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

There will be no Special Meeting/Work Session in December, 2021.

Pokegama Golf Course Board Meeting
Tuesday, December 21, 2021
7:30AM at PGC

Meeting called to order at 7:30AM by Brad Gallop

Roll Call: Bob Cahill, Brad Gallop, Pat Pollard, Kelly Kirwin, Rick McDonald, John Bauer

Minutes: **Pat made a motion to approve the Minutes from the November Board Meeting and December Special Board Meeting. Rick second. Motion Carried.**

Financials: **Rick made a motion to approve the bills in the amount of \$45,065.42. Pat second. Motion Carried.**

The group reviewed the 2022 rates that are already approved. The group reviewed the 2022-2026 CIP. A discussion took place about the seal coating quote and logistics for that to take place in the spring. We are still waiting for the cart path quote from Hawkinson.

A motion was made by Rick to purchase the Toro Greens Mower, the Fairway Verticut and the Topdresser for equipment. John Second. Motion Carried.

Maintenance Building siding has been ordered and that project is in motion to take place as early as possible in the spring.

Meeting adjourned at 8:25AM.

Minutes respectfully submitted by Kelly Kirwin



GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING MINUTES

Wednesday, November 17, 2021

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, November 17, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Kathy Kooda, Commissioner Luke Francisco, Commissioner Rick Smith

ABSENT with notice: Commissioner Rick Blake

PUBLIC FORUM:

MP Presentation on Resale Energy Adjustments

TJ Otto (Strategic Accounts) and Laurel Udenberg (Manager of Energy Supply) presented information on Resale Energy Adjustments.

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the October 12, 2021 Regular meeting and the October 26, 2021 Special meeting.

Motion made by Secretary Kooda, Seconded by Commissioner Smith.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Francisco, Commissioner Smith

VERIFIED CLAIMS:

2. Consider a motion to approve the verified claims for October 2021 in the amount \$2,181,865.34 (Computer Check Register \$1,726,047.21 and Manual Check Register \$455,818.13).

Motion made by Commissioner Francisco, Seconded by Secretary Kooda.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Francisco, Commissioner Smith

COMMISSION REPORTS:

None

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

Motion made by Commissioner Smith, Seconded by Commissioner Francisco.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Francisco, Commissioner Smith

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for October 2021
4. Consider a motion to authorize the sale and/or disposal of surplus property.
5. Consider a motion to ratify the procurement contract with Widseth for a Solar Plus Battery Storage study for \$5,000.00.
6. Consider a motion to ratify the procurement contract with Bell Lumber & Pole Company for eight 50 foot power poles for \$11,304.00.
7. Consider a motion to ratify the procurement contract with Ferguson Enterprises for one Water Specialties flow meter (SP-VF32D-08) for \$3,717.00.
8. Consider a motion to ratify the procurement contract with Mulcahy Enterprises for one Water Furnace heat pump (MG6639) for \$2,607.00
9. Consider a motion to ratify the procurement contract with WDIO for video production and a commercial spot not to exceed \$4,240.00.
10. Consider a motion to approve the new Wastewater Operations Director position description, declare a vacancy exists, and authorize the internal posting for the position.

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

Motion made by Commissioner Smith, Seconded by Secretary Kooda.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Francisco, Commissioner Smith

ADMINISTRATION:

11. Review Administration Department Report.

General Manager Kennedy reviewed the November Administration Department Report with the Commission

12. Consider a motion to approve the updated Maintenance III position description, declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.

Motion made by Secretary Kooda, Seconded by Commissioner Smith.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Francisco, Commissioner Smith

BUSINESS SERVICES DEPARTMENT:

13. Review Monthly Department Report.

Business Service Manager Lane reviewed the November Business Services Department Report with the Commission.

ELECTRIC DEPARTMENT:

14. Review Electric Department Report

Electric Department Manager Goodell reviewed the November Electric Department Report with the Commission.

WATER AND WASTEWATER DEPARTMENT:

15. Review Water-Wastewater Department Report

Water/Wastewater Department Manager Mattson reviewed the November Water and Wastewater Department Report with the Commission.

SAFETY REPORT:

16. Review Safety Report.

General Manager Kennedy reviewed the November Safety Report with the Commission.

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 5:10 PM.

Respectfully submitted: Carrie Jo Kruger, Administrative/HR Assistant.



The next Special Meeting/Work Session is scheduled for Tuesday, November 30, 2021 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, December 15, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC'S desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 ext. 1 and we will provide you with a copy of the policy.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14th, 2022

AGENDA ITEM: Consider adopting a resolution to accept an FAA Airport Rescue Grant and authorize the Mayor and City Clerk to execute such contract.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The attached resolution and contract from the FAA are required to process the FAA Airport Rescue Grant in an amount not to exceed \$59,000. These dollars are provided to prevent, prepare for, and respond to the coronavirus pandemic. The grant can be used for reimbursement of expenses related to airport maintenance and operations.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution to accept an FAA Grant and authorize the Mayor and the City Clerk to execute such contract.



U.S. Department of Transportation
Federal Aviation Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date January 24, 2022

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

Airport Rescue Grant No. 3-27-0037-027-2022

Unique Entity Identifier 080240526

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 an Airport Rescue Grant Application dated August 12, 2021, for a grant of Federal funds at or associated with the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's

operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Grand Rapids/Itasca County-Gordon Newstrom Field incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

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 **\$59,000**, allocated as follows:

\$59,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The 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. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 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 § 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 Airport Rescue 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. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
 5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
 6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
 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 unless this offer has been accepted by the Sponsor on or before February 14, 2022, 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, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue 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(s). 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 relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue 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 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/SAM/pages/public/index.isf>.
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. **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 Agreement.
14. **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.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods 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.
16. **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.
17. **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 the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.
- 18. 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 this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. 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 by this Airport Rescue Grant.
- 19. Trafficking in Persons.**
- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
 - b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

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- A. Associated with performance under this Airport Rescue Grant; or
- B. 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. 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 during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee 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) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. 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:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. **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.
 5. **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).
 6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

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- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

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The Sponsor’s acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of 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.

Dated January 24, 2022

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

E. Lindsay Butler

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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. ¹

Dated

City of Grand Rapids

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, 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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing 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.

Dated at

By:

(Signature of Sponsor's Attorney)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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. ¹

Dated

County of Itasca

(Name of Sponsor)


(Signature of Sponsor's Designative Official/Representative)

By: {{N_es_:signer4: fullname}}
(Type Name of Sponsor's Designative Official/Representative)

Title: {{*Ttl_es_:signer4: title}}
(Title of Sponsor's Designative Official/Representative)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, 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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing 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.

Dated at

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. 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.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

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 Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 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 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- 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).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- 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
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- 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.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 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.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 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.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

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 grant; that an official decision has been made by 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 Grant 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. Good Title.

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.

4. 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. 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 this Grant Agreement.
- c. 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 insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant 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.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement 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, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. 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 Grant 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.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), 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.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development 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 Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. 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 airmen 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.

13. 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.

14. 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.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended 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(s) subject to this agreement and all applicable addendums for costs

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related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. 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. 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.

18. 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, or rights in buildings of the sponsor 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.

19. 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.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any 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 §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, 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 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 that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin 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 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, creed, sex, age, or handicap 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, grant, 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, grant, or program.
 - C. 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.
 - D. 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.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that 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.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of August 12, 2021.

23. 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.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or 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 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at http://www.faa.gov/airports/resources/advisory_circulars and http://www.faa.gov/regulations_policies/advisory_circulars

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

RESOLUTION NO. 22-

A RESOLUTION APPROVING A FAA AIRPORT RESCUE GRANT IN THE AMOUNT NOT TO EXCEED \$59,000.

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donor as follows:

- The FAA has authorized an airport rescue grant for a reimbursement not to exceed \$59,000.

Adopted this 14th day of February 2022

Dale Christy, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider approving temporary 1-4 Liquor Licenses for MacRostie Art Center First Friday Events

PREPARED BY: Kimberly Gibeau

BACKGROUND:

MacRostie Art Center has submitted applications for temporary liquor permits for the following dates: March 4, 2022, April 1, 2022, May 6, 2022, June 3, 2022
Fees and insurance have been received.

REQUESTED COUNCIL ACTION:

Make a motion to approve 1-4 Day temporary liquor permits for MacRostie Art Center.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider approving Redpath and Company's addendum dated January 20, 2022 for audit years 2020 through 2022.

PREPARED BY: Barb Baird

BACKGROUND:

The City's current engagement letter is for the years 2020 through 2022. Recent changes in the audit standards are effective for the audit of 2021. The engagement letter addendum is needed to incorporate the new standards. The addendum is attached for your review.

REQUESTED COUNCIL ACTION:

Make a motion approving Redpath and Company's addendum dated January 20, 2022 for audit years 2020 through 2022 and authorize the necessary signatures.

January 20, 2022

Barbara Baird
Finance Director
City of Grand Rapids, Minnesota
420 North Pokegama Avenue
Grand Rapids, Minnesota 55744

Barb –

Our current audit engagement letter is for the years 2020 through 2022. Recent changes in audit standards are effective for the audit of 2021. As such, this engagement letter addendum is needed to incorporate the new standards. Below is the additional language to the various sections in our engagement letter dated July 28, 2020.

Auditor’s Responsibilities for the Audit of the Financial Statements

We will also conclude, based on the evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity’s ability to continue as a going concern for a reasonable period of time.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you, and assist with preparation of pension workpapers and journal entries based on information provided by you, PERA and actuaries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to financial statement and pension services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes, the preparation of pension workpapers and journal entries, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes, the pension workpapers and journal entries, and that you have reviewed and approved the financial statements and related notes, including the pension workpapers and journal entries, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees and Other

The AICPA Code of Professional Conduct requires Redpath to maintain our independence with regards to certain attestation services provided to the City. These rules require the City to take responsibility for all nonattest services. Redpath cannot serve as custodian for your data in such a way that your data is incomplete and accessible only through Redpath or the Redpath portal. As such, any financial report, reconciliation, document, and calculation (depreciation schedules, journal entries, etc.) that we prepare or update on your behalf will be sent to you at the completion of each attest or nonattest service. You are responsible for downloading and maintaining these records as well as all supporting documents generated in the normal course of business until the retention period expires.

Reporting

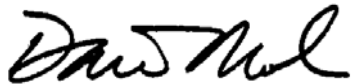
We will issue a written report upon completion of our audit of the City's financial statements which will also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the city council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing on internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to City of Grand Rapids, Minnesota. If you have any questions, please let us know. If you agree with the additional terms of our engagement as described in this letter, please sign this letter and return it to us via DocuSign.

Sincerely,

REDPATH AND COMPANY, LTD.



David J. Mol, CPA

DJM/ajf

Response

This letter correctly sets forth the understanding of City of Grand Rapids, Minnesota.

<hr/>	
Signature	Signature
<hr/>	
Title	Title
<hr/>	
Date	Date
<hr/>	

Nonaudit Services

The individual(s) assigned to oversee the nonaudit services is the finance director, unless indicated below:

_____ (name and title)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: DNR Amendment #1 for Grant Contract Agreement #185406

PREPARED BY: Cynthia Lyman

BACKGROUND:

The original DNR Grant Contract Agreement #185406 between the State of Minnesota, through the Commissioner of Natural Resources, Division of Forestry and the City of Grand Rapids for the program "Model Communities Targeted to Slow the Spread of Emerald Ash Borer" had an effective date of November 12, 2020 with an expiration date of September 30, 2022. The MnDNR has requested a change in the expiration date of the original DNR Grant Contract Agreement to September 30, 2023 due to Covid-19. Please see the attached Amendment #1 for Grand Contract Agreement #185406 for the revision of the dates to the Original Agreement.

REQUESTED COUNCIL ACTION:

Make a motion to accept changes to the original DNR Grant Contract Agreement #185406 between the State of Minnesota and the City of Grand Rapids as outlined in the DNR Amendment #1 for Grant Contract Agreement #185406.

Amendment # 1 for Grant Contract Agreement # 185406

Grant Agreement Start Date:	<u>November 12, 2020</u>	Total Grant Agreement Amount:	<u>\$38,000.00</u>
Original Grant Agreement Expiration Date:	<u>September 30, 2022</u>	Original Grant Agreement Amount:	<u>\$38,000.00</u>
Current Grant Agreement Expiration Date:	<u>September 30, 2022</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Grant Agreement Expiration Date:	<u>September 30, 2023</u>	This Amendment:	<u>\$0.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 (“State”) and City of Grand Rapids, DUNS # 102589442, 420 North Pokegama Ave., Grand Rapids, MN 55744 (“Grantee”).

Recitals

1. The State has a grant contract agreement with the Grantee identified as 185406 (“Original Grant Contract”) for the purpose of conducting the program entitled Model Communities Targeted to Slow the Spread of EAB.
2. This agreement is being amended to extend time due to pandemic-related constraints.
3. The State and the Grantee are willing to amend the Original Grant Contract Agreement as stated below.

Grant Contract Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. “**Term of Grant Agreement**” is amended as follows:

- 1.1. **Effective date:** November 12, 2020.
This agreement becomes effective on November 12, 2020 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to [Minnesota Statutes Section 16B.98, subdivision 5](#). Per [Minnesota Statutes Section 16B.98, subdivision 7](#), no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2. **Expiration date:** ~~September 30, 2022~~ September 30, 2023
This agreement expires on ~~September 30, 2022~~ September 30, 2023, or the date all obligations are satisfactorily completed, whichever occurs first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 25 Additional Program Requirements.
- 1.4. **Incur Expenses:** This agreement becomes effective on November 12, 2020 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State’s Authorized Representative to begin the work.**

REVISION 2. Clause 2. “**Grantee’s Duties**” is amended as follows:

The Grantee, who is not a state employee, will:

See ~~Exhibit A~~ Exhibit A.1, which is incorporated and made a part of this agreement.

See Federal Award letter, which is incorporated and made a part of this agreement.

The Grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a) (1).

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

REVISION 3. Clause 4. "**Consideration and Payment**" is amended as follows:

4.1. Consideration.

Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. Compensation.

Compensation in an amount not to exceed \$38,000.00, based on the following computation: See Exhibit B: Project Budget.

4.1.2. Matching Requirements. Grantee certifies that the following matching requirement for the grant will be met by City of Grand Rapids. The total project cost is \$48,132.00. Grantee agrees to match at least \$10,132.00 of this project cost.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

- (a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: project name, grant contract number, the amount of grant funds to be used, location where grant funds were or will be used, activity the grant funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- (b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

4.1.3. Invoices.

The State shall disburse funds to the Grantee pursuant to this agreement on a **reimbursement basis**. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

1. April 1, 2021
2. October 1, 2021
3. April 1, 2022
4. ~~September 30, 2022~~ October 1, 2022
5. April 1, 2023
6. Final Report due September 30, 2023

THE TOTAL STATE OBLIGATION FOR ALL COMPENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED: Thirty-eight thousand dollars (\$38,000.00).

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2. **Payment.**

The State shall disburse funds to the Grantee pursuant to this agreement **on a reimbursement basis**. The Grantee shall submit payment requests with required expenditure documentation. If necessary, two additional reimbursements each year may be negotiated between the State and Grantee on a case-by-case basis. In order to make additional reimbursements, the Grantee must prepare and submit a written justification to the State for approval that details the specific need to utilize additional reimbursements. A copy of the signed justification must be maintained in the grant file.

- 4.2.1. **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through Urban and Community Forestry CFDA number 10.675 of the Cooperative Forestry Assistance Act of 1978. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

The Original Grant Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Grant Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed:  _____
2E922DDE6FE54CC...

Date: January 25, 2022 _____

SWIFT Contract/PO No(s). 185406 / 3-180550 _____

3. STATE AGENCY

By: _____

Title: Deputy Director _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

~~Exhibit A~~ **Exhibit A.1: Grant Project Deliverables**
 FFY20 Core FH&R Appropriation
Model Communities Targeted to Slow the Spread of EAB
 City of Grand Rapids Deliverables

Grant sum total: \$38,000.00

Grant Contract Deliverables

- *Community must have adopted or will adopt an EAB management plan through this grant process*
- *Each ash tree removed must be replaced with a newly planted tree*

Work with DNR to fully execute the work plan by providing:

1. City staff and/or equipment to provide match funding as shown below in Exhibit B
2. City staff or contractor (selected through a bid process; refer to grant contract agreement for bid requirements) to perform public tree inventory and emerald ash borer (EAB) management plan. If city staff time is used, this will count as in-kind match.
3. Reasonable effort to work with DNR to prioritize areas of highest management need, whether it is ash, oak, or elm trees (or other species)
4. Timely submission by the deadlines listed:

Submit invoices and proof of payment for grant-funded purchases; Submit cash-match proof of payment and in-kind match justifications; Submit Status Update Reports; Submit maps and/or shapefiles and photos.

 - a. April 1, 2021
 - b. October 1, 2021
 - c. April 1, 2022
 - d. ~~Final Report due September 30, 2022~~ October 1, 2022
 - e. April 1, 2023
 - f. Final Report due September 20, 2023

Work with DNR to fully execute the work plan below:

1. Public Tree Inventory
2. EAB Management Plan
3. Management Activities: following completion of inventory and management plan, community will know where priorities lie for strategic management of the public tree resource. Funding remainder will then be used to slow the spread of EAB and other exotic tree pests and diseases in areas of the highest need, whether through removal of unhealthy trees and replacement with a more diverse mixture of species, treatment of valuable and healthy ash with non-neonicotinoid injectable pesticide emamectin benzoate, or tree planting for building canopy diversity and resilience.
 - a. This portion of the work plan must be amended with chosen activities following completion of management plan prior to grantee beginning any management activities. Any management activities completed before an amendment is in place will not be eligible for reimbursement.
4. Tree Planting and Maintenance
 - a. Grant funds will not fund the purchase of trees that are over-represented in your community. Any genera that comprise 10% or more of the community forest make-up will not be funded. Numbers derived from the Minnesota Department of Natural Resources 2010 Rapid Assessment will be used as guidance before an updated inventory is provided. For Grand Rapids this means grant funds cannot be spent on purchasing:
 - i. *Pinus* (pine): 21.8%
 - ii. *Acer* (maple): 19.7%
 - iii. *Picea* (spruce): 12.2%

- b. Grant funds will not fund the purchase of trees listed on the Minnesota Noxious Weed List, or the DNR's Invasive Terrestrial Plants List, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.
- c. All trees planted with grant funds are expected to be maintained based on the City of Grand Rapids's Three Year Maintenance Plan. A maintenance plan template will be provided by DNR, and the Three Year Maintenance Plan must be submitted, and approved by DNR staff, before any planting activities begin. Trees that do not survive will need to be replaced prior to grant close-out utilizing the warranty the city has with the nursery that stock was purchased from, or at the expense of the City of Grand Rapids.
- d. Ensure newly planted trees are regularly watered, according to the schedule set in the Three Year Maintenance Plan, by city staff or contractors, or work to develop sustainable outreach to citizens so that they can engage in watering practices.

Requesting Reimbursement

Accomplishment reports and maps of completed work will be submitted with all requests for reimbursement.

- Partial payment form along with invoices and proof of payment for grant-funded purchases, Cash Match form along with proof of payment, and In-Kind Match form
- Partial payments may be submitted as needed and must include all up-to-date required documents and accomplishment reports
- Accomplishment reports will include grant contract deliverables and their impacts
- Photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- Maps will:
 - Identify the location and Diameter at Breast Height (DBH) of trees that have been removed
 - Identify the location of stumps that have been ground
 - Identify the location and Diameter at Breast Height (DBH) of trees that have been treated
 - Identify the location and species of trees that have been planted
- All trees removed, treated, and planted will be mapped and submitted as shapefiles, with the planted trees identified by species, to obtain grant fund reimbursement. If your community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#).

Staff will also ensure that the project adheres to the 20-10-5 guideline which means that following planting, a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Staff will confirm that planted tree stock is 1-2" caliper bareroot or a container class size #20 or smaller.

Acknowledgement

1. The Forest Service needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.
2. In order to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications. A written request can be submitted Emma Schultz who will pass it along to the appropriate authorities.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider adopting a resolution to authorize transferring approximately \$139,319 from the General Fund to the Capital Fund-General Improvements Capital Project for the May Mobility Project and an operating transfer from the General Fund to the Capital Fund-Capital Equipment Replacement Fund in the amount of \$13,957.

PREPARED BY: Barb Baird

BACKGROUND:

In 2020, the City Council approved the 2020 Tax Levy Payable 2021 and 2021 budget. This budget included an additional \$195,000 for various projects to take place in the year 2021. The projects have been completed and all expenditures have been paid. As a result, this leaves approximately \$139,319 to be used for the May Mobility Project and \$13,957 for the NE MN Mine Tours project and a backup server replacement.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution to authorize transferring approximately \$139,319 from the General Fund to the Capital Fund-General Improvements Capital Project for the May Mobility Project and an operating transfer from the General Fund to the Capital Equipment Replacement Fund in the amount of \$13,957 as of December 31, 2021.

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

RESOLUTION NO. 22-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE GENERAL FUND TO THE CAPITAL PROJECT FUND-GENERAL CAPITAL IMPROVEMENT PROJECTS FUND IN THE AMOUNT OF \$139,319 AND AN OPERATING TRANSFER FROM THE GENERAL FUND TO THE CAPITAL EQUIPMENT REPLACEMENT FUND IN THE AMOUNT OF \$13,957 AS OF DECEMBER 31, 2021

WHEREAS, at the December 21, 2020 City Council meeting, the Council approved the 2020 Tax Levy Payable 2021, and

WHEREAS, the 2020 Levy included \$195,000 for additional projects at the City and the projects have been completed and expenditures have been paid, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the General Fund to the Capital Project Fund-General Improvements Capital Projects in the amount of \$139,319 and to the Capital Fund-Capital Equipment Replacement Fund in the amount of \$13,957, as of December 31, 2021.

Adopted this 14th day of February 2022.

Dale Christy, Mayor

Attest:

Kim Gibeau, City Clerk

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

ITEM # _____



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider authorizing the Police Department to enter into a Joint Powers Agreement with the Aitkin-Itasca-Mille Lacs Drug Task Force.

PREPARED BY: Andy Morgan

BACKGROUND:

The Police Department is interested in joining the Aitkin-Itasca-Mille Lacs Drug Task Force (hereinafter called “AIM Task Force”) to better investigate, identify and disrupt illegal drug activity in the communities within the jurisdictions previously mentioned. AIM will work toward making our communities safer by combatting drug crimes, assist in investigating drug overdose tragedies and participate in community events / presentations.

AIM Joint Powers Agreement will not need to be addressed annually. AIM JPA allows any participating agency of the Task Force the ability to withdraw from this agreement upon sixty (60) days written notice to all other participating agencies.

ATTACHMENTS:

Joint Powers Agreement to Form the Aitkin-Itasca- Mille Lacs Drug Task Force as previously provided

REQUESTED COUNCIL ACTION:

Make a motion authorizing the Police Department to enter into agreement with Aitkin-Itasca-Mille Lacs (AIM) Drug Task Force Joint Powers Agreement.

**JOINT POWERS AGREEMENT TO FORM
THE AITKIN-ITASCA-MILLE LACS DRUG TASK FORCE**

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

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

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

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

I. PURPOSE

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

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

II. TASK FORCE BOARD

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

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

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

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

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

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

III. NON-WAIVER OF IMMUNITIES

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

IV. TASK FORCE OFFICERS

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

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

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

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

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

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

V. CONTRIBUTIONS

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

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

VI. COORDINATING AGENCY

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

Force Officer’s training needs and ensure that the Task Force Officers comply with the guidelines adopted by the Board.

VII. FISCAL AGENCY

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

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

VIII. DATA AND PUBLIC INFORMATION RELEASES

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

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

IX. LIABILITY AND INDEMNIFICATION

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

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

insurance coverage for the Task Force, the Task Force Board of Directors and the officers assigned to the Task Force. This Task Force shall be considered a Joint Powers Entity.

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

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

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

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

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

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

X. DURATION

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

XI. WITHDRAWAL AND TERMINATION

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

XII. DISTRIBUTION OF PROPERTY ON TERMINATION OR WITHDRAWAL

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

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

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

XIII. AMENDMENT OF THE JOINT POWERS AGREEMENT

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

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

COUNTY OF ITASCA

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

COUNTY OF AITKIN

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

COUNTY OF MILLE LACS

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

CITY OF GRAND RAPIDS

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its Clerk

CITY OF AITKIN

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider adopting a resolution to authorize closing Capital Projects Fund-2019 Infrastructure Fund.

PREPARED BY: Barb Baird

BACKGROUND:

In 2019, the City issued \$1,585,000 General Obligation Bonds, Series 2019A for two projects totaling \$4,231,822. All of the projects are complete and there is a fund balance remaining of approximately \$135,913. We are recommending transferring the remaining balance to the Capital Projects Fund-Permanent Improvement Revolving Fund and close the fund as of December 31, 2021.

REQUESTED COUNCIL ACTION:

Make a motion to adopting a resolution to authorize closing Capital Projects Fund-2019 Infrastructure Fund and transfer the balance of approximately \$135,913 to Capital Project Fund-Permanent Improvement Revolving Fund as of December 31, 2021.

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

RESOLUTION NO. 22-
A RESOLUTION CLOSING CAPITAL FUND (480) 2019 INFRASTRUCTURE FUND
AND TRANSFERRING THE REMAINING BALANCE OF APPROXIMATELY \$135,913
TO CAPITAL PROJECT FUND (501)-(PIR) PERMANENT REVOLVING FUND AS OF
DECEMBER 31, 2021

WHEREAS, in 2019, the City issued General Obligation Bonds, Series 2019A for CP2019-1 Golf Course Road Utility Improvements & CP2019 Cohasset Trail Phase 1, and

WHEREAS, there is a cash balance remaining of approximately \$135,913 in the Capital Infrastructure Fund, and

WHEREAS, the remaining funds may be used for future infrastructure projects,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes a resolution closing fund (480) Capital Projects Fund 2019 Infrastructure Bonds and transfer approximately \$135,913 to the Capital Project Fund (501)-(PIR) Permanent Revolving Fund as of December 31, 2021.

Adopted this 14th day of February 2022.

Dale Christy, Mayor

Attest:

Kim Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust.

PREPARED BY: Lynn DeGrio

BACKGROUND:

We have received a quote of \$273,382.00 for our Workers Compensation coverage through the League of Minnesota Cities Insurance Trust for 2022. This is a \$1,727.00 price decrease from last years' rate.

Each year a rate is set by job classification. The rate changes do not mean that our City's actual premium will necessarily increase or decrease by these exact amounts. The actual premiums are also affected by changes in city expenditures, property values, payroll, and other exposure methods, and also by changes in our experience rating. The League uses our actual claims for the three years preceding the present year (i.e. 2019, 2020, 2021) in figuring experience modification. This rate fluctuates based on claims made in previous years. The experience modification rate changed from .92 last year to .86 this year.

There is not an agent fee, since the Director of Human Resources performs the functions of the insurance agent.

This is a budgeted expense in the 2022 budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust for the 2022 plan year at the proposed rate of \$273,382.00 and authorize payment of the premium.

League of Minnesota Cities Insurance Trust
Group Self-Insured Workers' Compensation Plan
 145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

Notice of Premium Options for Standard Premiums of \$300,000 - \$500,000

GRAND RAPIDS, CITY OF
 ATTN: HUMAN RESOURCES
 420 N POKEGAMA AVE
 GRAND RAPIDS, MN 55744-2658

Agreement No.: WC 1000945_Q-6
 Agreement Period:
 From: 01/01/2022
 To: 01/01/2023

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
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SEE ATTACHED SCHEDULE FOR DETAILS

Manual Premium				365,323
Experience Modification		0.86		-51,145
Standard Premium				314,178
Deductible Credit		0.00%		0
Premium Discount				-34,512
Net Deposit Premium				\$279,666
Adjustment for Commission*				0
Total Net Deposit Premium				\$279,666

*Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

Agent:
 00456 City Of Grand Rapids
 420 N Pokegama Ave, Attn: City Clerk
 Grand Rapids, MN 55744-2658

Notice of Premium Options for Standard Premiums of \$300,000 - \$500,000 (Con't)

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

1. <input type="checkbox"/> Regular Premium Option	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
	279,666	0	279,666

2. **Deductible Premium Option**
 Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 314,178. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	Deductible per Occurrence	Premium Credit	Credit Amount	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
<input type="checkbox"/>	\$250	0.70%	-2,199	277,467	0	277,467
<input type="checkbox"/>	\$500	1.20%	-3,770	275,896	0	275,896
<input checked="" type="checkbox"/>	\$1,000	2.00%	-6,284	273,382	0	273,382
<input type="checkbox"/>	\$2,500	3.50%	-10,996	268,670	0	268,670
<input type="checkbox"/>	\$5,000	5.00%	-15,709	263,957	0	263,957
<input type="checkbox"/>	\$10,000	7.50%	-23,563	256,103	0	256,103
<input type="checkbox"/>	\$25,000	12.00%	-37,701	241,965	0	241,965
<input type="checkbox"/>	\$50,000	16.50%	-51,839	227,827	0	227,827

3. **Retrospective Rates Premium Option**

	Retro-Rated Minimum Factor	Est. Minimum Premium	Retro-Rated Maximum Factor	Est. Maximum Premium
<input type="checkbox"/>	0.346 %	108,706	1.300 %	408,431
<input type="checkbox"/>	0.296 %	92,997	1.500 %	471,267
<input type="checkbox"/>	0.219 %	68,805	2.000 %	628,356

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the city requesting coverage.

Signature

Title

Date

**Notice of Premium Options for Standard Premiums of \$300,000 - \$500,000
(Con't)**

CONTINUATION SCHEDULE FOR QUOTATION PAGE

REMUNERATION	RATE	CODE	DESCRIPTION	EST. PREM
685,427	9.37	5506	STREET CONSTRUCTION	64,225
61,640	6.65	7403	AIRPORT OPERATIONS	4,099
POP 18,379	239.00	7718	FIREFIGHTERS (VOLUNTEER)NON SMOKING	43,926
1,823,764	9.68	7721	POLICE-NON SMOKING	176,540
119,315	4.41	8227	CITY SHOP & YARD	5,262
460,139	0.74	8810	LIBRARY OR MUSEUM-PROF & CLERICAL	3,405
790,880	0.74	8810	CLERICAL OFFICE EMPLOYEES NOC	5,853
64,558	3.89	8831	ANIMAL CONTROL	2,511
93,798	7.32	9015	BUILDINGS-OPER BY OWNER	6,866
13,198	8.01	9016	SKATING RINK OPERATION	1,057
254,010	1.74	9060	CLUB-COUNTRY/GOLF	4,420
189,222	7.68	9102	PARKS	14,532
208,240	4.25	9182	CITY ARENA-OPERATIONS	8,850
124,779	10.32	9220	CEMETERY OPERATION	12,877
1,174,700	0.92	9410	MUNICIPAL EMPLOYEES	10,807
18,200	0.51	9411	ELECTED OR APPOINTED OFFICIALS	93
Manual Premium				365,323

League of Minnesota Cities Insurance Trust
Group Self-Insured Workers' Compensation Plan
145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

DEFINITION OF CITY ENDORSEMENT

It is agreed and understood the "City" named in item 1 of the Information Page is amended to include:

Grand Rapids-Itasca County Airport; Economic Development Authority



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider approving Northern Industrial Erectors and Shannon Mechanical change orders for New Fire Hall.

PREPARED BY: Nathan Morlan

BACKGROUND:

Descriptions of New Fire Hall change orders are as follows:

NIE Contract Change Order #004 is related to additional scope of work for \$5,788.

Shannons INC. Change Order #006 is related to additional plumbing scope of work \$2,395.55.

REQUESTED COUNCIL ACTION:

Make a motion to approve New Fire Hall Change Orders.



CCO # Item 12.

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

Project: S20020C - Grand Rapids Fire Department
 11th Street SE
 Grand Rapids, Minnesota 55744

Contract Change Order #004: CE #072 - ASIs 16 & 20 Additional Plate and Rescue Anchors

CONTRACT COMPANY: Northern Industrial Erectors 2500 Glenwood Drive Grand Rapids, Minnesota 55744	CONTRACT FOR: SC-S20020C-003:WS 002 Structural Steel - NIE
DATE CREATED: 1/28/2022	CREATED BY: Mark Cobb (ICS - Park Rapids, MN)
CONTRACT STATUS: Pending - In Review	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION
DESIGNATED REVIEWER: Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:
DUE DATE:	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: Client Request
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT: 0 days
FIELD CHANGE: No	TOTAL AMOUNT: \$5,788.00

DESCRIPTION:
 CE #072 - ASIs 16 & 20 Additional Plate and Rescue Anchors
 See attached ASIs 20 and 16

ATTACHMENTS:
[GR Fire Hall ASI 20.pdf](#) [20067 ASI 20 - Embed Plate Addition.pdf](#) [20067 ASI 16 - Repeel Attachment.pdf](#)

CHANGE ORDER LINE ITEMS:
 CCO #004

#	Cost Code	Description	Type	Amount
1	A.-5.04 - WS 02 Structural Steel	Additional Rescue Anchor Plate	Other	\$ 5,788.00
Subtotal:				\$5,788.00
Grand Total:				\$5,788.00

The original (Contract Sum)	\$ 197,000.00
Net change by previously authorized Change Orders	\$ 13,782.00
The contract sum prior to this Change Order was	\$ 210,782.00
The contract sum would be changed by this Change Order in the amount of	\$ 5,788.00
The new contract sum including this Change Order will be	\$ 216,570.00
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

Northern Industrial Erectors
 2500 Glenwood Drive
 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

DocuSigned by:

 SIGNATURE DATE
 1/28/2022

DocuSigned by:

 SIGNATURE DATE
 1/28/2022

SIGNATURE DATE

SIGNATURE DATE



2500 GLENWOOD DRIVE
PO BOX 308
GRAND RAPIDS, MN 55744
PH: 218-326-8466, FX: 218-326-5045

December 28, 2021

To: Sean Lewis
ISC

Project: Grand Rapids Fire Hall
Grand Rapids, MN

RE: ASI #20, Exterior Tie Off Anchors

Our price to supply & install two exterior plates with 2 tie-off anchors per plate is the following:

Breakdown:		
Labor:	16MH x \$105.00 =	\$1,680.00
Equipment:		
	Truck, 1 day x \$100.00 =	\$100.00
	Manlift, 1 day x \$180.00 =	\$180.00
	Manlift Delivery =	\$500.00
Material:		<u>\$3,328.00</u>
Lump Sum Price:		\$5,788.00

NORTHERN INDUSTRIAL ERECTORS, INC.

Bryan Hutchinson
Project Manager

Equal Opportunity Employer



CCO # Item 12.

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

Project: S20020C - Grand Rapids Fire Department
 11th Street SE
 Grand Rapids, Minnesota 55744

Contract Change Order #006: CE #076 - Pressure Reducing Valve

CONTRACT COMPANY: Shannon's Inc. 1919 Main Ave International Falls, Minnesota 56649	CONTRACT FOR: SC-S20020C-007:WS 006 Mechanical Phase 2 Shannon's
DATE CREATED: 1/28/2022	CREATED BY: Mark Cobb (ICS - Park Rapids, MN)
CONTRACT STATUS: Pending - In Review	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION:
DESIGNATED REVIEWER: Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:
DUE DATE:	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: Field Work Order
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT: 0 days
FIELD CHANGE: No	TOTAL AMOUNT: \$2,395.55

DESCRIPTION:
CE #076 - Pressure Reducing Valve
 Submit line item pricing for the work to be performed for installation of the pressure reducing valves for:

- The office to lower the pressure to faucets and valves
- The apparatus bay to increase pressure for the truck fills

ATTACHMENTS:
[CCE10222021.pdf](#) [relocate presure reducing valve.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #006

#	Cost Code	Description	Type	Amount
1	A.-5.08 - WS 06 Mechanical	Pressure Reducing Valves	Other	\$ 2,395.55
Subtotal:				\$2,395.55
Grand Total:				\$2,395.55

The original (Contract Sum)	\$ 700,000.00
Net change by previously authorized Change Orders	\$ 30,479.50
The contract sum prior to this Change Order was	\$ 730,479.50
The contract sum would be changed by this Change Order in the amount of	\$ 2,395.55
The new contract sum including this Change Order will be	\$ 732,875.05
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

Shannon's Inc.
 1919 Main Ave
 International Falls Minnesota 56649

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

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

DocuSigned by:

Mark Cobb

SIGNATURE DATE
 1/31/2022

DocuSigned by:

Ryan Wicklund

SIGNATURE DATE
 1/31/2022

SIGNATURE DATE

SIGNATURE DATE



GR Fire Hall Pressure Reducing Valve Install

Cost to provide and install a pressure reducing Valve.

Materials= \$565.96

10% = \$56.59

Labor 2 Hours= \$228.00

Total Cost = \$850.55



FERGUSON ENTERPRISES #1674
 4209 AIRPARK BOULEVARD
 DULUTH, MN 55811

Phone: 218-628-2844
 Fax: 218-628-3889

Deliver To: From: Thomas Ferrian Comments:	Item 12.
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10:24:54 OCT 20 2021

Page 1 of 1

FERGUSON ENTERPRISES LLC #1657
 Price Quotation
 Phone: 218-628-2844
 Fax: 218-628-3889

Bid No: B071067
Bid Date: 10/20/21
Quoted By: TMF

Cust Phone: 218-283-9397
Terms: NET 10TH PROX

Customer: SHANNONS INC
 1919 MAIN AVENUE
 GRAND RAPIDS FIRE DEPT PH
 INTL FALLS, MN 56649-3331

Ship To: SHANNONS INC
 1919 MAIN AVENUE
 GRAND RAPIDS FIRE DEPT PH
 INTL FALLS, MN 56649-3331

Cust PO#:

Job Name: GRAND RAPIDS FIRE DEPT PH

Item	Description	Quantity	Net Price	UM	Total
WLF25AUBZ3J	LF 1-1/2 WTR PRV	1	355.102	EA	355.10
NPC600RLDJF	LF 1-1/2X3/4 PXP RED COUP LD	1	28.184	EA	28.18
NPC600RLDFD	LF 3/4X1/2 PXP RED COUP LD	1	8.812	EA	8.81
FNWX432D	LF 1/2 BRS PXP FP BV WTR	1	14.113	EA	14.11
IBRLFBDDB	LF 1/2X1/4 BRS BUSH	1	2.825	EA	2.83
NPC607LDD	LF 1/2 PXP 90 ELL LD	1	2.082	EA	2.08

Net Total: \$411.11
Tax: \$28.26
Freight: \$0.00
Total: \$439.37

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1674&on=225192>



Home > Pipe Fittings > Brass Fittings & Flanges > Brass Adapters, Connectors & Inserts



Apollo® Press

804R Series 2 x 1-1/2 in. Copper x Male Reducing Brass Adapter

Part #A10075858 | Item #4354857 | Manufacturer Part #10075858

\$58.56 EACH

(Pricing is for 2 in x 1-1/2 in)

[View All Sizes](#)

Packaging Info:

Quantity Per Each: 1, Inner pack: 1, Case: 25, Pallet: 1200

Quantity

[Add to Cart](#)



IN STORE AVAILABILITY

0 Available for pick-up in Superior, WI
[Check Other Stores >](#)

SHIPPING INFORMATION

Available for immediate shipment

All Sizes

Sizes	Price	Qty	Actions
1/2 In X 3/8 In Part #A10075836 Item #4355001 Mfr. Part #10075836	\$4.93 /EACH	<input type="text" value="1"/>	Add to Cart 0 available for pick-up Available for immediate shipment
3/4 In X 1 In Part #A10075842 Item #4355032 Mfr. Part #10075842	\$15.24 /EACH	<input type="text" value="1"/>	Add to Cart 2 available for pick-up Available for immediate shipment
1-1/4 In X 1 In Part #A10075846 Item #4354822 Mfr. Part #10075846	\$24.05 /EACH	<input type="text" value="1"/>	Add to Cart 2 available for pick-up Available for immediate shipment
1-1/2 In X 1-1/4 In Part #A10075850 Item #4354841 Mfr. Part #10075850	\$32.26 /EACH	<input type="text" value="1"/>	Add to Cart 2 available for pick-up Available for immediate shipment
1 In X 3/4 In Part #A10075854 Item #4355035 Mfr. Part #10075854	\$16.79 /EACH	<input type="text" value="1"/>	Add to Cart 0 available for pick-up Available for immediate shipment
1 In X 1-1/4 In Part #A10075856 Item #4355037 Mfr. Part #10075856	\$21.29 /EACH	<input type="text" value="1"/>	Add to Cart 4 available for pick-up Available for immediate shipment
2 In X 1-1/2 In Part #A10075858 Item #4354857 Mfr. Part #10075858	\$58.56 /EACH	<input type="text" value="1"/>	Add to Cart 0 available for pick-up Available for immediate shipment

Handwritten notes:
 10%
 \$126.49 with Tax
 439.47
 565.96
 56.59
 622.55



GR Fire Hall Relocate Existing Pressure reducing Valve.

To allow full city water pressure to the truck fill stations and the outside hose bibs

8 Hrs labor @ 115.00 = \$920.00

**pipe
couplings
reducers
male adaptors**

Materials \$450.00

Truck/ Mobilization Fee \$175.00

No Insulation Included

Total Cost: \$1,545.00



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider adopting a resolution to authorize an operating transfer from the Capital Project Fund- Permanent Improvement Revolving Fund to the Capital Project Fund-General Capital Improvement Projects.

PREPARED BY: Barb Baird

BACKGROUND:

At the January 25, 2021 City Council Meeting the City Council approved the SLA 2022-1 with SEH related to CP 2022-1, the Highway 2 Lighting Project. This project is being funded by a Local Partnership Program funds grant. The grant does not include the SLA costs with SEH and will be paid by funds out of the Capital Project Fund- Permanent Improvement Revolving Fund. We are recommending an operating transfer in the amount of \$15,030.40 as of December 31, 2021 for engineering costs incurred.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution to authorize an operating transfer from the Capital Project Fund- Permanent Improvement Revolving Fund to Capital Project Fund-General Capital Improvement Projects in the amount of \$15,030.40 as of December 31, 2021.

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

RESOLUTION NO. 22-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-PERMANENT IMPROVEMENT REVOLVING FUND TO THE CAPITAL PROJECT FUND-GENERAL CAPITAL IMPROVEMENT PROJECTS IN THE AMOUNT OF \$15,030.40

WHEREAS, at the January 25, 2021 City Council meeting, the Council approved the SLA 2022-1 with SEH related to CP 2022-1, the Highway 2 Lighting Project, and

WHEREAS, the City of Grand Rapids secured Local Partnership Program funds which does not include the costs of the SLA agreement with SEH, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund-Permanent Improvement Revolving Fund to the Capital Project Fund-General Capital Improvement Projects in the amount of \$15,030.40, as of December 31, 2021.

Adopted this 14th day of February 2022.

Dale Christy, Mayor

Attest:

Kim Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Approve temporary liquor license for IEDC event for March 4, 2022.

PREPARED BY: Kim Gibeau

BACKGROUND:

IEDC has submitted an application for a 1 – 4 day temporary liquor license for an event to be held March 4, 2022. As a non-profit, they qualify for a license to sell alcohol for a total of 12 days in a calendar year.

REQUESTED COUNCIL ACTION:

Make a motion to approve temporary liquor license for IEDC event for March 4, 2022.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Approve temporary liquor license for Itasca Curling Association event for March 25-27, 2022.

PREPARED BY: Kim Gibeau

BACKGROUND:

Itasca Curling Association has submitted an application for a 1 – 4 day temporary liquor license for an event to be held March 25-27, 2022. As a non-profit, they qualify for a license to sell alcohol for a total of 12 days in a calendar year.

REQUESTED COUNCIL ACTION:

Make a motion to approve temporary liquor license for Itasca Curling Association event for March 25-27, 2022.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider final pay applications from Taracon Precast and Absolute Fire Protection for new Fire Hall.

PREPARED BY: Nathan Morlan

BACKGROUND:

Description of New Fire Hall Final Pay Applications are as follows:

Taracon Precast original contract sum \$646,127

Taracon Precast final contract sum \$607,985.04

Taracon Precast current payment due \$25,717.27

Absolute Fire Protection original contract sum \$36,282

Absolute Fire Protection final contract sum \$36,282

Absolute Fire Protection current payment due \$1,814

REQUESTED COUNCIL ACTION:

Make a motion to approve New Fire Hall final pay applications from Taracon Precast and Absolute Fire Protection.

TO OWNER:
 City of Grand Rapids
 420 North Pookama Ave
 Grand Rapids, Minnesota 55744

PROJECT:
 Grand Rapids Fire Department
 11th Street SE
 Grand Rapids, Minnesota 55744

FROM SUBCONTRACTOR:
 Absolute Fire Protection
 4905 Canosia Rd
 Saginaw, Minnesota 55779

APPLICATION NO: 5
INVOICE NO: 3639
PERIOD: 07/01/21 - 07/31/21
PROJECT NO: S20020C
CONTRACT DATE: 11/24/2020

DISTRIBUTION TO:

SUBCONTRACT DATE: 11 / 24 / 2020

SUBCONTRACT FOR: WS 005 Fire Protection Phase 2 Absolute Fire Protection
SUBCONTRACTOR'S APPLICATION FOR PAYMENT

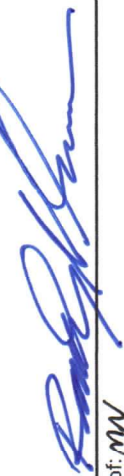
Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum \$ 36,282.00
2. Net change by change orders \$ 0.00
3. Contract sum to date (line 1 ± 2) \$ 36,282.00
4. Total completed and stored to date (Column G on detail sheet) \$ 36,282.00
5. Retainage:
 - a. 4.55% of completed work: (\$864.10)
 - b. 5.00% of stored material: \$ 864.10
6. Total retainage (Line 5a + 5b or total in column I of detail sheet) \$ 0.00
7. Total earned less retainage (Line 4 less Line 5 Total) \$ 36,282.00
8. Less previous certificates for payment (Line 6 from prior certificate) \$ 34,467.90
9. Current payment due: \$ 1,814.10
10. Balance to finish, including retainage (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	\$ 0.00	\$ 0.00
Total approved this Month:	\$ 0.00	\$ 0.00
Totals:	\$ 0.00	\$ 0.00
Net change by change orders:	\$ 0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner, and that current payments shown herein is now due.

SUBCONTRACTOR: Absolute Fire Protection

By: 

Date: 7-22-21

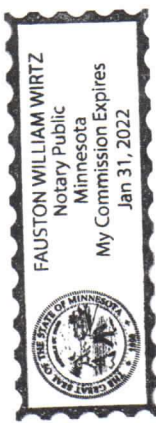
State of: MN

County of: Carver

Subscribed and sworn to before me this 22 day of July, 2021

Notary Public: Fauston Wirtz

My commission expires: Jan 31, 2022



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$ 1,814.10

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

DocuSigned by:
Mark Cole

Date: 2/1/2022

D83D6FFA0215413...

ARCHITECT: (NOTE: If multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor or Contractor under this Contract.

Item 16.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 5
 APPLICATION DATE: 07/22/2021
 PERIOD: 07/01/21 - 07/31/21
 ARCHITECTS/ENGINEERS PROJECT NO:

ITEM NO.	COST CODE	DESCRIPTION OF WORK	C	D	E		F	G	H	I	
					WORK COMPLETED	THIS PERIOD					
			SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH TO DATE (C - G)	RETAINAGE
1	A-5.07 - WS 05 Fire Suppression	DESIGN PERMITS BOND	\$ 4,000.00	\$ 4,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,000.00	100.00%	\$ 0.00	\$ 0.00
2	A-5.07 - WS 05 Fire Suppression	MATERIALS/FABRIC ATION/DELIVERY	\$ 17,282.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 17,282.00	\$ 17,282.00	100.00%	\$ 0.00	\$ 0.00
3	A-5.07 - WS 05 Fire Suppression	INSTALLATION/LAB OR	\$ 15,000.00	\$ 15,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 15,000.00	100.00%	\$ 0.00	\$ 0.00
TOTALS:			\$ 36,282.00	\$ 19,000.00	\$ 0.00	\$ 0.00	\$ 17,282.00	\$ 36,282.00	100.00%	\$ 0.00	\$ 0.00

ITEM NO.	DESCRIPTION OF WORK	C	D	E		F	G	H	I		
				WORK COMPLETED	THIS PERIOD						
			SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH TO DATE (C - G)	RETAINAGE
Grand Totals			\$ 36,282.00	\$ 19,000.00	\$ 0.00	\$ 0.00	\$ 17,282.00	\$ 36,282.00	100.00%	\$ 0.00	\$ 0.00

DOCUMENT DETAIL SHEET- APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT SUMMARY SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids, Minnesota 55744

PROJECT:
 Grand Rapids Fire Department
 11th Street SE
 Grand Rapids, Minnesota 55744

FROM SUBCONTRACTOR:
 Taracon Precast
 6189 170th Street North
 Hawley, Minnesota 56549

SUBCONTRACT DATE: //

APPLICATION NO: 4
INVOICE NO:
PERIOD: 01/01/22 - 01/31/22
PROJECT NO: S20020C
CONTRACT DATE:

DISTRIBUTION TO:

**SUBCONTRACT FOR: Precast Concrete
 SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum \$ 646,127.00
2. Net change by change orders (\$38,141.96)
3. Contract sum to date (line 1 ± 2) \$ 607,985.04
4. Total completed and stored to date (Column G on detail sheet) \$ 607,985.04
5. Retainage:
 - a. 0.00% of completed work: \$ 0.00
 - b. 0.00% of stored material: \$ 0.00
6. Total retainage (Line 5a + 5b or total in column I of detail sheet) \$ 0.00
7. Total earned less retainage (Line 4 less Line 5 Total) \$ 607,985.04
8. Less previous certificates for payment (Line 6 from prior certificate) \$ 582,267.77
9. Current payment due: \$ 25,717.27
10. Balance to finish, including retainage (Line 3 less Line 6) \$ 0.00

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner, and that current payments shown herein is now due.

SUBCONTRACTOR: Taracon Precast

By: [Signature] Date: 2/1/22
 State of: MN
 County of: Clay day of February, 2022
 Subscribed and sworn to before me this 1st

Notary Public: Melissa A. Milligan
 My commission expires: Jan 31, 2025

MELISSA A. MILLIGAN
 NOTARY PUBLIC-MINNESOTA
 My Comm. Exp. Jan. 31, 2025

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 25,717.27
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

DocuSigned by:
CONSTRUCTION MANAGER: Mark Cobb Date: 2/1/2022

D83D6FFA0215413...
ARCHITECT: (NOTE: If multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	\$ 11,399.54	(\$49,541.50)
Total approved this Month:	\$ 0.00	\$ 0.00
Totals:	\$ 11,399.54	(\$ 49,541.50)
Net change by change orders:	(\$38,141.96)	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4
 APPLICATION DATE: 01/25/2022
 PERIOD: 01/01/22 - 01/31/22
 ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	A-5.02 - PreCast Concrete	RAW MATERIALS	\$ 258,450.80	\$ 258,450.80	\$ 0.00	\$ 0.00	\$ 258,450.80	100.00%	\$ 0.00	\$ 0.00
2	A-5.02 - PreCast Concrete	LABOR	\$ 193,838.10	\$ 193,838.10	\$ 0.00	\$ 0.00	\$ 193,838.10	100.00%	\$ 0.00	\$ 0.00
3	A-5.02 - PreCast Concrete	ERECTION SERVICES	\$ 96,919.05	\$ 96,919.05	\$ 0.00	\$ 0.00	\$ 96,919.05	100.00%	\$ 0.00	\$ 0.00
4	A-5.02 - PreCast Concrete	LOGISTICS SERVICES	\$ 64,612.70	\$ 64,612.70	\$ 0.00	\$ 0.00	\$ 64,612.70	100.00%	\$ 0.00	\$ 0.00
5	A-5.02 - PreCast Concrete	ENGINEERING SERVICES	\$ 32,306.35	\$ 32,306.35	\$ 0.00	\$ 0.00	\$ 32,306.35	100.00%	\$ 0.00	\$ 0.00
TOTALS:			\$ 646,127.00	\$ 646,127.00	\$ 0.00	\$ 0.00	\$ 646,127.00	100.00%	\$ 0.00	\$ 0.00

CONTINUATION SHEET

Whole Change Order Packages

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
6	CCO # 001 CE #001 - PR #1 Precast Finish Change	(\$42,467.00)	(\$42,467.00)		\$ 0.00	\$ 0.00	(\$42,467.00)	100.00%	\$ 0.00	\$ 0.00
6.1	A-5.02 PR #1 Precast Finish Change									
7	CCO # 002 CE #006 - Steel Wraps at Overhead Door Jamb	\$ 9,253.44	\$ 9,253.44		\$ 0.00	\$ 0.00	\$ 9,253.44	100.00%	\$ 0.00	\$ 0.00
7.1	A-5.02 Steel Wraps at Overhead Door Jamb									
8	CCO # 003 CE #010 - ASI #4 Dimension and Column Clarification	(\$517.50)	\$ 0.00		(\$517.50)	\$ 0.00	(\$517.50)	100.00%	\$ 0.00	\$ 0.00
8.1	A-5.02 ASI #4 Dimension and Column Clarification									
9	CCO # 004 CE #037 - Fill Joist Pockets	\$ 2,146.10	\$ 0.00		\$ 2,146.10	\$ 0.00	\$ 2,146.10	100.00%	\$ 0.00	\$ 0.00
9.1	A-5.02 Fill Joist Pockets									
10	CCO # 005 CE #020 - ASI #10	(\$6,557.00)	\$ 0.00		(\$6,557.00)	\$ 0.00	(\$6,557.00)	100.00%	\$ 0.00	\$ 0.00
10.1	A-5.02 ASI #10									
	TOTALS:	(\$38,141.96)	(\$33,213.56)		(\$4,928.40)	\$ 0.00	(\$38,141.96)	100.00%	\$ 0.00	\$ 0.00

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	GRAND TOTALS:	\$ 607,985.04	\$ 612,913.44		(\$4,928.40)	\$ 0.00	\$ 607,985.04	100.00%	\$ 0.00	\$ 0.00

DOCUMENT DETAIL SHEET- APPLICATION AND CERTIFICATE FOR PAYMENT



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 24, 2022

AGENDA ITEM: Consider amendments to the Personnel Policy Manual.

PREPARED BY: Lynn DeGrio

BACKGROUND:

Under section 5.15 Life Insurance in the Personnel Policy Manual, it states that *“The City provides a term life insurance policy for all regular FT and PT employees and on-call Firefighters. Eligibility for this benefits begins the first of the month following 30 days of employment. Basic term life is paid 100% by the City.”* Based on clarification from the insurance carrier, we will no longer be allowed to add PT employees and on-call Firefighters effective immediately. The AT Group, the City’s agent for life insurance, is in the process of trying to locate a carrier that will cover on-call Firefighters. We would like to amend the policy to say *“The City provides a term life insurance policy for all regular FT employees and PT Library employees.”* The remainder of the section is correct.

Under section 5.8 Holidays in the Personnel Policy Manual, it states that the City provides eleven paid holidays per calendar year. In the list of holidays, it indicates that there is one floating holiday. We would like to clarify that the floaters are *awarded at the beginning of the year and expire at the end of the year.*

REQUESTED COUNCIL ACTION:

Make a motion to amend the Personnel Policy Manual (1) clarifying that floaters are awarded at the beginning of the year and expire at the end of the year effective immediately; and (2) to remove any new PT employees, with the exception of Library employees, and on-call Firefighters from life insurance eligibility.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider accepting the retirement of Bob Kuschel from the Grand Rapids Fire Department.

PREPARED BY: Lynn DeGrio

BACKGROUND:

Robert (Bob) Kuschel has submitted his notice of retirement from the Grand Rapids Fire Department (GRFD) effective February 8, 2022. Bob was hired on July 10, 2001.

In his letter, Bob indicated that he is so honored to be a part of the Grand Rapids Fire Department and the fire service. It is truly the best team he has ever been a part of in his life. The sacrifice and selflessness that firefighters and their families go through on any given minute of any given hour of any given day is truly amazing. In closing, Bob thanked the members of the GRFD for what they have done for him and his family.

On behalf of the City of Grand Rapids, we would like to thank Bob for his sacrifices and selflessness and wish him the very best as he retires from the GRFD.

REQUESTED COUNCIL ACTION:

Make a motion to accept the retirement of Robert Kuschel from the Firefighter position with the Grand Rapids Fire Department effective February 8, 2021

Robert Kuschel

323 NW 11th St
Grand Rapids, MN
(218)259-1548

1st February 2022

Dear Chief Cole and member of the GRFD,

After discussing this with my family and having 20 plus years of serving the citizens of Grand Rapids. I am officially retiring effective February 8th, 2022.

I would like to thank the city for giving me the opportunity to serve the city of Grand Rapids and its citizens for the past 20 years. It truly has been an honor.

I would also like to thank my wife and my family. As all of us firefighters know without a good supportive spouse and family, it certainly would make doing this job much more challenging. My wife and kids have sacrificed so much to make it possible for me to be a part of this great organization, I truly can not thank them enough. I would like to thank all of the past and present members I have served with, without all of your help and teachings I would not have been the fire fighter I am today.

I am so honored to be a part of the Grand Rapids Fire Department and the fire service. This is truly the best team I have ever been a part of in my life. The sacrifice and selflessness that us firefighters and our families go through on any given minute of any given hour of any given day is truly amazing. We never know what the call will be or what members will be there to assist with the call; but we always get the job done.

The past 20 years have had its ups and downs for sure, but I would not change any bit of it. I have made life long friends and have become family with every member I have ever served with. This has been not only my family, but it's been my family's family for 20 years. My kids have grown up here and now I have grandkids enjoying being a part of this family. This has been bittersweet for all of us.

So in closing, I would like to thank you all for what you have done for me and my family. Going forward, I would urge you to never forget the members who came before you, and to enjoy every moment with the members you are serving with, and always be mindful of the members that will serve in the future.

Thank you,

Robert Kuschel





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider accepting a disability retirement from Robert M. Stein.

PREPARED BY: Lynn DeGrio

BACKGROUND:

Robert Stein has been an employee of the Grand Rapids Police Department since February 19, 2006. We received notice from the Public Employees Retirement Association (PERA) that Bob's disability benefit application has been approved, and Bob subsequently submitted a separation of employment notice to the City of Grand Rapids. The disability has been determined to be a duty disability as defined in Minnesota Statutes §353.01, subd. 41.

Minn. Statute § 299A.465, (Continued Health Insurance Coverage) requires that the duty disability benefit recipient's former employer continue payment of the employer's contribution for health insurance coverage of the officer or firefighter, and if applicable, the officer's or firefighter's dependents. The dependents would be covered if the officer or firefighter was receiving dependent coverage at the time of the injury. Coverage must continue for the officer or firefighter and, if applicable, dependents until the officer or firefighter reaches, or if deceased, would have reached the age of 65. The employee will continue to be responsible for their portion of their health insurance, which may fluctuate based upon the employer's benefit structure.

Bob most recently worked in the capacity of Administrative Sergeant. On behalf of the City of Grand Rapids, we are grateful for Bob's dedication to the City and passion for Public Service. We wish him the very best in his future endeavors.

REQUESTED COUNCIL ACTION:

Make a motion to accept the disability retirement from Robert M. Stein effective February 4, 2022.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider providing a comment regarding the Huber Engineered Woods Project EAW

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

The amended EAW for the Huber Engineered Woods Project has been published and public comments will be taken between February 8 and February 24. The City of Cohasset is the Responsible Governmental Unit for this EAW. Following the comment period, the City of Cohasset will be holding a public hearing on March 8th.

A draft letter has been drafted for the City Council to consider forwarding to the City of Cohasset.

The following link will take you to the EAW.

https://www.cohasset-mn.com/vertical/sites/%7B4DED3294-59E1-4C4A-B675-C7E6970BA170%7D/uploads/Frontier_Project_HEW_EAW_Final_2022.pdf

REQUESTED COUNCIL ACTION:

Make a motion to approve a comment letter regarding the Huber Engineered Woods Project EAW.



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

ADMINISTRATION DEPARTMENT

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

February 14, 2022

Mayor Greg Hagy
 City of Cohasset
 305 NW 1st Avenue
 Cohasset, MN 55721

Dear Mayor Hagy,

RE: Environmental Assessment Worksheet (EAW) for the Huber Engineered Woods Project

On behalf of the City of Grand Rapids, please accept these comments with regard to the referenced EAW pertaining to the Huber Engineered Woods (HEW) project.

The City supports the timely advancement of this project not only because of the positive economic impact it will bring to our area, but because the EAW and the measures it proposes to mitigate potential environmental effects adequately ensure that the project will not adversely affect the environment.

The addition of this project, with the indirect and direct jobs and tax base it will add, comes at a critical time in our area's history. The HEW project will benefit the entire region, particularly Itasca County, which has met Federal economic distress criteria for several years. It will begin to reverse a very troubling trend that saw manufacturing employment, led by paper and forestry products, decrease by 51.9 percent between 2000 and 2019. After starting out the 21st century as the second largest employment sector in the County, manufacturing it is now the sixth largest of the eleven industry sectors.

According to the EAW, a 2019 DNR study of sustainable levels of harvest indicates that the estimated HEW aspen harvest, which will be 75% of their feedstock, represents only 30% of the aspen excess capacity. Furthermore, the overall net growth of all species is outpacing natural mortality and harvesting and with the projected HEW harvesting of 400,000 chords per year, Minnesota forests will still be in a net growth position.

The City believes that the EAW meets all of the requirements for the environmental review and that adequate mitigation measures are identified to address any potential environmental effects. Furthermore, the City believes that the EAW data is supported by science and that it is adequate to determine, based upon the criteria in Minnesota Rules part 4410.1700, that the HEW project does not have the potential for significant environmental impact and therefore an Environmental Impact Statement is not required for the proposed project.

Sincerely,

Dale Christy
 Mayor



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider adopting a resolution regarding the approval of a DEED Minnesota Investment Fund (MIF) application by the Grand Rapids Economic Development Authority for the ASV/Yanmar expansion project

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

We have been leading discussions with ASV/Yanmar on their proposed expansion for several months. Minnesota Department of Iron Range Resources & Rehabilitation (IRRR) and DEED staff have also been involved in those discussions to determine what the state and region can contribute to make the project move forward successfully. IRRR, DEED and IEDC have also been involved to provide assistance with ASV/Yanmar's challenge of accessing the required workforce.

The proposed project involves a significant expansion of the Grand Rapids production facility with the addition of a 60,000 square feet high-bay warehouse, site improvements, assembly layout modifications, additional equipment and staffing.

There are two main objectives of ASV/Yanmar driving their desire to expand. First, a significant ramp-up in the production of ASV and Yanmar branded Compact Track Loaders (CTL) in order to keep pace with growing demand and current backlog.

The second objective is the relocation of a line of Yanmar Compact Mini Excavator (CEX) production from Japan to the Grand Rapids facility, designed to serve the North American market. The planned startup of this line would be scheduled for 2024 after completion of the high-bay warehouse creates the necessary space in the existing manufacturing facility.



With this project, ASV/Yanmar would create additional production and operations employees as well as salaried administrative positions in the Grand Rapids location over a four-year ramp up beginning in 2022:

	2021 FTE	Estimated 2026 FTE	Estimated Increase FTE	Increase (%)	Avg. Wage	Position Types/Areas
Production & Operations (hourly)	152	436	284	187%	Production \$19.82/hour Non-production \$21.43/hour	Assemblers, Metal Fabricators, Welders, Painters, Warehouse Clerks
Administrative (salaried)	72	151	79	110%	\$81,250	Executives, Engineers, Human Resources, IT, Finance, Plant Management, Customer Support, Purchasing
	224	587	363	162%		

ASV/Yanmar provides benefits for all of its employees, including 401K contribution, health, dental and vision insurance, PTO, short and long-term disability, and paid holidays.

We estimate the warehouse construction, site improvements and internal building layout modifications will employ approximately 20 full-time temporary jobs for the duration of the project.

The proposed 60,000 square foot high-bay warehouse has an estimated construction budget of \$5.1M. The current project schedule has the design of the site improvements and structure beginning in the fall of this year and construction beginning in the spring of 2023.

Through a consultation with the Itasca County Assessor, the estimated post development assessed value of the warehouse addition will be approximately \$1,369,000. At current tax rates, this capital improvement will generate an additional \$45,000 of annual local and state property tax revenue.

The total CAPEX budget for this project is approximately \$9,500,000. The additional direct employment created by ASV/Yanmar in Grand Rapids will increase their annual payroll from \$18M to \$54M.

The GREDA request to the DEED MIF program will be for \$450,000. If successful, the MIF funds will be awarded to GREDA as a grant. With those funds, GREDA would provide a low or no interest loan to ASV for equipment purchases, like with some forgivable terms based on meeting employment goals.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution regarding the approval of a DEED Minnesota Investment Fund (MIF) application by the Grand Rapids Economic Development Authority for the ASV/Yanmar expansion project.

**RESOLUTION NO.
CITY OF GRAND RAPIDS, MINNESOTA**

**RESOLUTION REGARDING THE APPROVAL OF A MINNESOTA INVESTMENT FUND APPLICATION
IN CONNECTION WITH THE GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY FOR THE PROJECT
ENTITLED ASV/YANMAR EXPANSION**

WHEREAS, the City of Grand Rapids, Minnesota (the “City”), desires to assist ASV Holdings, Inc. (ASV), which proposes the expansion of their compact equipment manufacturing facility located at 840 Lily Lane in Grand Rapids to increase production of existing products and establish the production of new products in the City; and,

WHEREAS, the City of Grand Rapids understands that ASV through and with the support of the Grand Rapids Economic Development Authority wishes to apply to the Minnesota Department of Employment and Economic Development’s Minnesota Investment Fund Program for project financing; and,

WHEREAS, the City of Grand Rapids held a City Council meeting on February 14, 2022 to consider this matter.

NOW, THEREFORE, BE IT RESOLVED that, after due consideration, the Mayor and City Council of the City of Grand Rapids, Minnesota, hereby express their approval of the Minnesota Investment Fund application from the Grand Rapids Economic Development Authority to the Minnesota Department of Employment and Economic Development’s Minnesota Investment Fund Program to assist with this project.

Sworn and Executed Under My Hand this 14th day of February, 2022.

Dale Christy, Mayor

ATTEST:

Kim Gibeau, City Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider adopting a resolution authorizing a grant application to the IRRR Development Infrastructure Grant program for the ASV/Yanmar Expansion Project

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

For the same ASV/Yanmar expansion project described in the background under the request allowing the application to the DEED MIF program on this agenda, staff has prepared an application to the Minnesota Department of Iron Range Resources and Rehabilitation requesting a \$350,000 grant from their Development Infrastructure grant program.

If awarded to the City, this grant would be used to reimburse a portion of the required site work associated with the proposed addition of a new 60,000 square foot high-bay warehouse, by ASV Yanmar.

The attached resolution authorizes the application and the City's acceptance of funds, if they are awarded.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution authorizing a grant application to the IRRR Development Infrastructure Grant program for the ASV/Yanmar Expansion Project

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

**City of Grand Rapids, Minnesota
RESOLUTION NO. 22-__**

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO MAKE APPLICATION TO AND
ACCEPT FUNDS FROM THE MINNESOTA DEPARTMENT OF IRRR DEVELOPMENT
INFRASTRUCTURE GRANT PROGRAM**

WHEREAS THE authorizing authority approves of the attached application for the City of Grand Rapids, Minnesota for development infrastructure costs associated with the expansion of the ASV-Yanmar plant located at 840 Lily Lane, Grand Rapids, MN 55744; and

WHEREAS THE authorizing authority hereby agrees to accept funding for the underlying project if approved by the IRRRB.

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

Adopted by the Council this ____ day of _____, 2022.

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider hiring Mark Stish as a temporary Janitor through Personnel Dynamics.

PREPARED BY: Lynn DeGrio

BACKGROUND:

Sherrie Lundquist will be on a leave for 4-6 weeks. We would like to hire Mark Stish through Personnel Dynamics to fill in during her absence. His rate of pay will be \$17.02 per hour. We have a contract with Personnel Dynamics that provides the terms of our agreement.

REQUESTED COUNCIL ACTION:

Make a motion to hire Mark Stish as a temporary Janitor through Personnel Dynamics at \$17.02 per hour until the incumbent returns from leave.



PERSONNEL
dynamics
Staffing Solutions—Now.

November 9, 2020

City of Grand Rapids
 420 N. Pokegama Ave
 Grand Rapids, MN 55744

As of **January 1, 2021**, Personnel Dynamics LLC - hereinafter called Company – and City of Grand Rapids - the Customer, will enter into the following contract.

Company will agree to advertise for and screen all candidates before passing resumes onto the Customer. If the Customer does not hire any candidates through Company, there shall be a \$15 surcharge to Customer for all submitted resumes.

If Customer chooses a candidate from Company, we agree to assume all payroll responsibilities for workers for Customer as needed. Company will pay employees, will withhold Federal and State income taxes according to individual W-4 allowance certificate, will withhold employee's portion of FICA tax, will contribute employer's portion of FICA tax and will contribute to Federal and State Unemployment Compensation funds. Company will provide Worker's Compensation Insurance for employee and will provide certificates of insurance upon request.

Company will pay employees weekly and file all required Federal and State payroll reports, including W-2 forms.

Customer agrees to provide a safe work area for employees and, also agrees to pay invoices billed weekly for hours worked upon receipt and has given a personal guarantee that invoices will be paid in a timely fashion. If the Customer fails to pay the Company the invoice amount upon receipt, the Company reserves the right to withhold wages to the employee(s), and/or terminate this contract with the customer.

Employee will be paid at time and a half for hours over 40 per week, and Customer will be charged accordingly. Holiday pay and vacation pay is at the discretion of the Customer and must indicate authorization for such pay on the timecard. Customer has the option of hiring the employee after 90 days at no additional cost.

Customer will assure that Company's employees receive all required general and specific training on employee safety, shall keep the workplace free from recognized hazards that are causing or likely to cause death or serious physical to Company employees, and shall comply with occupational safety and health standards. Customer will report any injuries to Company in a timely manner. Also, Customer must submit information regarding any termination (including layoffs and voluntary quit) to the Company. Also, Customer must submit information regarding any termination (including layoffs and voluntary quit) to the Company.

Customer agrees to promptly report to Company any direct payment of bonuses, incentives, etc. by Customer to Company leased employees in order that proper payroll tax reporting can be maintained.

PERSONNEL DYNAMICS, LLC

By: Kyla Ward
 Kyla Ward - Personnel Dynamics, LLC

By: Lynn DeGrio
 Lynn DeGrio - City of Grand Rapids

Hourly wage + 35% = Hourly Billing Rate



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Void Lost Payroll Checks and Issue a Replacement Check

PREPARED BY: Laura Pfeifer

BACKGROUND:

Payroll checks #84117 and #84118 issued to Matthew Moen on September 24, 2021 for \$187.81 and \$401.63 are lost. Matthew Moen has completed an Affidavit of Lost Check for both checks.

REQUESTED COUNCIL ACTION:

Make a motion to void lost Payroll checks #84117 and #84118, issue a new check and waiving bond requirements for the checks issued to Matthew Moen in the amount of \$187.81 and \$401.63 for a total of \$589.44.

AFFIDAVIT

STATE OF) Minnesota
) SS
COUNTY OF) Itasca

MATTHEW P. MOEN, being first duly sworn on oath, states that he/she resides at **23867 US HWY 2, GRAND RAPIDS, MN, 55744** and that he/she is the payee named in a check number **84117 & 84118**, issued to **MATTHEW P. MOEN**, drawn by **City of Grand Rapids** dated **9/24/2021**, for the sum of **\$187.81 & 401.63**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

LOST

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

SIGNED Matthew Moen

Subscribed and sworn to before me

This 10 day of February, 2022

Cindy L. Phillips
Notary Public





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider entering into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 3, 2022.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

This is the same company we have hired for the past several years. We are planning to hold the event at Pokegama Golf Course on Sunday, July 3, 2022. The Agreement is attached for your review, note that there is a \$3,300 increase over last year's fee. We will be requesting an increase from our partners (Harris Township, City of Cohasset, and the GPLA) to help off-set the cost.

REQUESTED COUNCIL ACTION:

Make a motion to enter into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 3, 2022.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider authorizing the Police Department to enter into contract with service provider Steven E. Breitbarth, M. Div., LMFT.

PREPARED BY: Captain Andy Morgan

BACKGROUND:

The honorable calling to law enforcement comes with countless rewards but also exposes personnel to considerable repeated, traumatic events that are inherently dangerous and specific to this field. Law enforcement is always the first answer to community's call and often exposed to deal with the worst humanity has to offer. The purpose of this program is to provide a therapeutic, one on one, confidential, at no employee cost session with Therapist Steven E. Breitbarth. GRPD Officer Wellness Program is a positive way an employee can heal from the accumulated stresses of traumatic interactions with society as well as any personal stresses that exist. The goal of this pilot project is to improve overall employee health.

REQUESTED COUNCIL ACTION:

Make a motion to authorizing the Police Department to enter into contract with service provider Steven E. Breitbarth, M. Div., LMFT for a 2022 budgeted item

CONTRACT

THIS CONTRACT, by and between the City of Grand Rapids, a municipal corporation, hereinafter referred to as “City,” and Grand Rapids Police Department, hereinafter referred to as “GRPD,” and Steven E. Breitbarth, M. Div., LMFT, hereinafter referred to as “Service Provider,” entered into this _____ day of _____, 2022.

RECITALS

WHEREAS, the Service Provider will provide services to 25 Employees of the GRPD.

WHEREAS, the Service Provider has represented that Service Provider has the ability and can competently perform the requirements to provide services.

NOW, THEREFORE, the City, GRPD and Service Provider, for good and valuable mutual consideration, agree as follows:

1. Service Provider shall provide services to 25 Employees of the GRPD, costing \$80.00 per one-hour session for a total cost of \$2,000.00 for the initial department required session.
2. GRPD shall set arrangement to secure a neutral site that is appropriate.
3. GRPD shall make arrangement and schedules directly with the employees when setting the sessions.
4. GRPD shall provide the schedule to the Service Provider.
5. Service Provider shall notify GRPD if the employee fails to show up to the scheduled meeting.

FOLLOW UP SESSIONS

1. Service Provider shall provide follow up sessions with employees if necessary at \$80.00 per one-hour session.
2. Arrangements and location shall be provided by service provider.
3. Following the completion of the original required session, service provider will bill GRPD monthly and that the GRPD be advised when follow-up sessions total exceed five within a thirty day period.
4. Service Provider shall keep track of and report, without the use of employee identifiers, how many employees utilized follow-up sessions and total of follow-up sessions.

- 5. All follow-up utilization shall be directed to both Captain Andy Morgan at 218-326-3464 amorgan@ci.grand-rapids.mn.us and Captain Kevin Ott at 218-326-3464 kott@ci.grand-rapids.mn.us

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF GRAND RAPIDS

By: _____
Its Mayor

By: _____
Its City Administrator

GRAND RAPIDS POLICE DEPARTMENT:

By: _____
Its Chief Steven Schaar

By: _____
Its Captain Andy Morgan

By: _____
Its Captain Kevin Ott

SERVICE PROVIDER

By: _____
Steven E. Breitbarth, M. Div., LMFT



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider appointments to Boards & Commissions

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The City has several vacancies on its Boards & Commissions. We have received applications to fill some of the current/upcoming vacancies. Council members have contacted applicants and have appointment recommendations.

REQUESTED COUNCIL ACTION:

Make a motion to appoint members of the community to serve on City Boards & Commissions.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Consider creating an eligibility list for Firefighter and appoint four applicants to the Grand Rapids Fire Department's roster.

PREPARED BY: Lynn DeGrio

BACKGROUND:

With the recent retirements of Mark Greiner and Bob Kuschel, City staff was authorized to begin the process of creating an eligibility list for Firefighter/Firefighter Trainees. The position was posted and we received several applications. An orientation and testing followed, which narrowed the candidate pool down to nine applicants.

The Interview Committee consisting of John Linder, Shawn Graeber, Bruce Baird, Jeff Ingle, Adam Kortekaas, Andy Horton, and Paul Martinetto are recommending placing the following applicants on an eligibility period for up to two years (in alphabetical order):

Matt Arford
Tony Clifton
Darin Estey
Lee Longoria
Geno Lubiani
Jaime Turnbull

Fire Chief Travis Cole observed the interviews, along with Lynn DeGrio, Director of Human Resources. From the eligibility list, Chief Cole would like to place the following candidates on the roster effective February 15, 2022:

Tony Clifton – Firefighter
Lee Longoria – Firefighter
Jaime Turnbull – Firefighter Trainee
Matt Arford – Firefighter Trainee

REQUESTED COUNCIL ACTION:

Make a motion to (1) create an eligibility list for Firefighter, (2) appoint Tony Clifton and Lee Longoria to the positions of Firefighter, and (3) appoint Jaime Turnbull and Matt Alford to the positions of Firefighter Trainee effective February 15, 2022.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 14, 2022

AGENDA ITEM: Appointment of _____ to the position of Haz-Mat Equipment/Training Assistant position effective February 15, 2022.

PREPARED BY: Lynn DeGrio

BACKGROUND:

With the recent resignation of Tom Foss from the Haz-Mat Equipment/Training Assistant position, City staff posted the position internally and received two letters of interest. The applicants were interviewed, and the interview committee consisting of _____ is recommending appointing _____ to the position effective February 15, 2022.

REQUESTED COUNCIL ACTION:

Make a motion to appoint _____ to the position of Haz-Mat Equipment/Training Assistant effective February 15, 2022.