



CITY COUNCIL MEETING AGENDA

Tuesday, October 14, 2025

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 Tuesday, October 14, 2025 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve minutes for Monday, September 22, 2025 Worksession and Regular meetings.

VERIFIED CLAIMS:

2. Approve the verified claims for the period September 16, 2025 to October 6, 2025 in the total amount of \$2,629,301.52.

CONSENT AGENDA:

3. Consider adopting a resolution approving master lease with Huntington National Bank for Toro equipment for Pokegama Golf Course
4. Consider entering into a Cleaning Services Agreement with Northwoods Cleaning Company at Yanmar Arena.
5. Adopt a Resolution Accepting a State Grant in the amount of \$35,566.00 for the Taxiway A South Reconstruction Project and the Taxiway A North Design Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.
6. Consider approving trade of retired squad car to Itasca County Sheriff's Office for Law Enforcement Pursuit Intervention training for Grand Rapids Police Officers.
7. Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.
8. Consider adopting a resolution accepting a \$8,224 grant from the Minnesota Board of Firefighter Training and Education for the Grand Rapids Fire Department.

- [9.](#) Consider adopting a resolution accepting a \$150,000 grant from the IRRR Development Partnership Grant Program for the GoMarti 2.0 Project
- [10.](#) Consider termination of Katie LaTourelle, probationary employee with Grand Rapids Police Department.

SET REGULAR AGENDA:

CIVIC CENTER & PARKS:

- [11.](#) Consider accepting a proposal from Rapids Plumbing & Heating to replace a nonfunctioning water heater at Yanmar Arena.

FIRE:

- [12.](#) Consider adopting a resolution accepting a \$250 donation from Members Cooperative Credit Union to the Grand Rapids Fire Department to purchase tools and safety equipment.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 27, 2025 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
GRAND RAPIDS
 IT'S IN MINNESOTA'S NATURE

CITY COUNCIL WORKSESSION MINUTES

Monday, September 22, 2025

4:30 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Worksession meeting of the Grand Rapids City Council will be held on Monday, September 22, 2025 at 4:30 PM in the City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota

ROLL CALL:

PRESENT: Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Rick Blake
 Arrived at 4:32 PM: Councilor Tom Sutherland, Councilor Dan Mertes

DEPARTMENT HEAD REPORT:

1. HRA Update - Diane Larson

Councilors Mertes and Sutherland joined the meeting at 4:32.

Diane Larson, Executive Director Itasca County HRA provided a power point highlighting the services available to Itasca County. The HRA have multiple rental properties, have developed eight single family homes and are in the process of developing eight more. This year they are improving the parking lots at three of their locations and updated appliances packages and mechanical at the Forest Park West property. They have also secured two million dollars in funding from the MHFA with which they hope to update the mechanical and windows at Crystal Lake Townhomes.

REVIEW OF REGULAR AGENDA:

No changes or additions are noted.

ADJOURN:

There being no further business the meeting adjourned at 4:56 p.m.

Respectfully submitted:

Aurimy Groom, Administrative Assistant



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

CITY COUNCIL MEETING MINUTES

Monday, September 22, 2025

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, September 22, 2025 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: Mayor Connelly, Councilors: Sutherland, Blake, MacGregor, Mertes

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly recognized Police Reserves Rick Moen and Sam Grigsby for their response to a medical emergency and acknowledged staff with employment anniversary dates in September for their years of public service and dedication to the residents of the city.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor Blake noted Kootasca will hold their annual meeting at the CoHaus, Thursday, September 25th, 12:00. Mayor Connelly provided information on the community survey that went out and stated she will be attending the Hwy 169 Range Coalition meeting on Thursday, October 23rd.

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, September 8, 2025 Regular meeting.

Approve Council minutes for Monday, September 8, 2025 Regular meeting.

Motion made by Councilor Sutherland, second by Councilor Mertes to approve Council minutes as presented. The following voted in favor thereof: Mayor Connelly, Councilor Sutherland, Councilor Blake, Councilor MacGregor, Councilor Mertes. Opposed: None, motion passed unanimously.

VERIFIED CLAIMS:

2. Approve the verified claims for the period September 3, 2025 to September 15, 2015 in the total amount of \$341,190.64 of which \$7,831.25 are debt service payments.

Approve the verified claims for the period September 3, 2025 to September 15, 2025 in the total amount of \$341,190.64.

Motion made by Councilor MacGregor, Second by Councilor Blake to approve verified claims as presented. The following voted in favor thereof: Mayor Connelly, Councilor Sutherland, Councilor Blake, Councilor, MacGregor, Councilor Mertes. Opposed: None, motion passed unanimously.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. August 13, 2025 Library Board meeting
August 19, 2025 Golf Board meeting

Mayor Connelly acknowledged the following minutes for Boards and Commissions:

August 13, 2025 Library Board meeting
August 19, 2025 Golf Board meeting

CONSENT AGENDA:

4. Consider approving temporary liquor license for Itasca Curling Association
5. Consider approving rate of pay increase for Public Works Maintenance -Winter position and approve rehiring Jim Columbus as seasonal worker.
6. Consider rescinding appointment of Daniel Chase as PT Maintenance Shift Lead at Yanmar Arena.
7. Adopt a Resolution Accepting a State of MN Grant in the amount of \$7,836.00 for the Vehicle Gate Replacement Project at the Grand Rapids/Itasca County Airport

Adopted Resolution 25-63

8. Consider a request by the police department to enter into a memorandum of understanding with the United States Special Operations Command (USSOCOM) Warrior Care Program Internship Initiative and the Grand Rapids Police Department.
9. Consider approval of golf car lease

Motion made by Councilor Blake, Second by Councilor MacGregor to approve the Consent agenda as presented. The following voted in favor thereof: Mayor Connelly, Councilor Mertes, Councilor MacGregor, Councilor Blake, Councilor Sutherland. Opposed: None, motion passed unanimously.

SET REGULAR AGENDA:

Motion made by Councilor MacGregor, second by Councilor Sutherland to approve the regular agenda as presented. The following voted in favor thereof: Mayor Connelly, Councilor Sutherland, Councilor Blake, Councilor MacGregor, Councilor Mertes. Opposed: None, motion passed unanimously.

ADMINISTRATION:

10. Consider approving the 2025 Preliminary Levy Payable 2026

City Administrator Pagel reviewed the Preliminary Levy with the Council.

Motion made by Councilor Blake, Second by Councilor MacGregor to approve the 2025 Preliminary Levy Payable 2026. The following voted in favor thereof: Mayor Connelly, Councilor Mertes, Councilor MacGregor, Councilor Blake, Councilor Sutherland. Opposed: None, motion passed unanimously.

Adopted resolution 25-64

CITY COUNCIL:

11. Consider a letter of support related to Mining

Motion made by Councilor Blake, Second by Councilor Mertes to approve a letter of support related to mining. The following voted in favor thereof: Mayor Connelly, Councilor Mertes, Councilor MacGregor, Councilor Blake, Councilor Sutherland. Opposed: None, motion passed unanimously.

ADJOURNMENT:

There being no further business the meeting adjourned at 5:25 p.m.

Respectfully submitted:

Aurimy Groom

Aurimy Groom, Administrative Assistant

NEXT REGULAR MEETING IS SCHEDULED FOR **TUESDAY** OCTOBER 14, 2025 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

Summary Report

Item 2.

VENDOR NAME/INVOICE #	AMOUNT
ACHESON TIRE INC	805.00
ALERT ALL CORPORATION	2,796.00
AMERICAN PUBLIC WORKS ASSOC	531.50
APG MEDIA OF MINNESOTA, LLC	464.00
ARENA WAREHOUSE, LLC	1,495.75
ARROW EMBROIDERY/PHOTO EXPRESS	464.86
ASHLEY BRUBAKER	440.42
AUTO VALUE - GRAND RAPIDS	167.99
BARGEN INC	65,712.00
BOBCAT OF DULUTH INC	251.11
Burggraf's Ace Hardware	907.40
Carquest Auto Parts	516.88
CASPER CONSTRUCTION INC	43,338.00
CENTRAL MCGOWAN, INC	247.62
CHAD B STERLE LAW OFFICE P.C.	1,560.00
COLE HARDWARE INC	334.29
COMMERCIAL REFRIGERATION	1,486.38
DAVIS OIL INC	1,118.18
DUTCH ROOM INC	182.07
ECK DESIGNS LLC	1,350.00
Escape Fire Protection Inc	380.00
FAIRVIEW HEALTH SERVICES	1,258.00
Fastenal Company	867.32
GALLS LLC	119.83
GAMETIME	964.03
GFL ENVIRONMENTAL SVCS USA LLC	100.00
GOVCONNECTION INC	355.38
GRAND RAPIDS HERALD REVIEW	69.00
GUARDIAN PEST SOLUTIONS, INC	142.00
INDUSTRIAL LUBRICANT COMPANY	2,833.40
IRON RANGE TOWING & AUTO, LLC	225.00
ITASCA COUNTY TREASURER	112.80
JT SERVICES	32,200.00
JOHNSON CONTROLS DULUTH MN	1,667.00
KTJ 435 LLC	2,083,445.38
KUTAK ROCK LLP	2,818.00
L&M SUPPLY	463.28
LATVALA LUMBER COMPANY INC.	380.78
MACROSTIE ART CENTER	500.00
MARTIN'S SNOWPLOW & EQUIP	113.96

Summary Report

MCCOY CONSTRUCTION & FORESTRY	3,420.23
MES SERVICE COMPANY, LLC	19,424.54
MICHELS LAW	8,333.34
MONROE TOWMASTER LLC	26.05
NORTHLAND COUNSELING CENTER	400.00
NORTHLAND LAWN & SPORT, LLC	2,161.63
NORTHLAND PORTABLES	1,873.00
NUCH'S IN THE CORNER	15.00
NUSS TRUCK GROUP INC	3,548.72
OPG-3 INC	17,040.00
PHILS GARAGE DOOR	597.50
PUBLIC UTILITIES COMMISSION	2,200.00
RAPIDS PLUMBING & HEATING INC	684.00
RAPIDS PRINTING	200.50
RAPIDS RADIO LLC	552.00
RAYS SPORT & CYCLE	558.02
RICHARD F RYSAVY	180.00
SANDSTROM'S INC	555.98
Seamless Cleaners	10.00
SHERWIN-WILLIAMS	82.93
SHI INTERNATIONAL CORP	3,610.00
STOKES PRINTING & OFFICE SUPPLY INC.	59.90
STREICHER'S INC	2,583.98
TNT CONSTRUCTION GROUP, LLC	72,573.01
TRU NORTH ELECTRIC LLC	642.67
Up North Coatings	2,200.00
VESTIS GROUP, INC	241.24
WW THOMPSON CONCRETE PRODUCTS	298.20

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$ 2,397,257.05

CHECKS ISSUED/PRIOR APPROVAL:

V03391 AMAZON CAPITAL SERVICES	Bill #11CW-KDX9-4NM9-E	124.56
V00878 AT&T MOBILITY	Bill #25853712	3,963.23
V02247 HAWK CONSTRUCTION INC	Bill #SWP24-016/Refund	1,000.00
V04364 ITASCA COUNTY RECORDER	Bill #245445-E	46.00
V04114 MARCO TECHNOLOGIES, LLC	Bill #INV14266051-G	37.99
V04114 MARCO TECHNOLOGIES, LLC	Bill #563937721	100.65
V04114 MARCO TECHNOLOGIES, LLC	Bill #561885633	80.58
V02115 MEDTOX LABORATORIES INC	Bill #082025503826-L	26.38
V03477 METROPOLITAN LIFE INSURANCE CO	Bill #TS05396331001/OCT25.	2,380.32
V03482 MINNESOTA MN IT SERVICES	Bill #DV25080431	467.35

Summary Report

V04122 TASC - Grand Rapids	Bill #IN3553018	43.30
V04469 Troy or Andrea Amunrud	Bill #SWP25-023	500.00
V04302 VISA	Bill #8595/AUG25-E	101.58
V04302 VISA	Bill #9403/AUG25	4,409.86
V03391 AMAZON CAPITAL SERVICES	Bill #1P3K-99MP-4N3G	723.24
V00878 AT&T MOBILITY	Bill #25853711	1,531.65
V01066 CENTURYLINK QC	Bill #333508017/Sep25-C	52.45
V04137 CHAD TROUMBLY	Bill #092525	93.00
V00545 CIRCLE K/HOLIDAY	Bill #107299846	51.90
V00545 CIRCLE K/HOLIDAY	Bill #106654136	23.05
V00891 CONSTELLATION NEWENERGY-GAS DIV	Bill #4410889	472.66
V03964 EMILY LINDNER	Bill #092225-L	175.00
V00810 FIDELITY SECURITY LIFE	Bill #3259950	90.69
V00299 JEREMY GAMBILL	Bill #092525	93.00
V04069 JOHN R. LINDER	Bill #092525	93.00
V03903 LANCE KUSCHEL	Bill #092525	93.00
V03955 LAW ENFORCEMENT EXECUTIVE	Bill #200134187	795.00
V03955 LAW ENFORCEMENT EXECUTIVE	Bill #200134188	795.00
V03955 LAW ENFORCEMENT EXECUTIVE	Bill #200134192	795.00
V03955 LAW ENFORCEMENT EXECUTIVE	Bill #200134185	795.00
V03955 LAW ENFORCEMENT EXECUTIVE	Bill #200134186	795.00
V04114 MARCO TECHNOLOGIES, LLC	Bill #563617497-L	182.22
V02144 MINNESOTA ENERGY RESOURCES	Bill #0508787492-07/Sep25	56.21
V02144 MINNESOTA ENERGY RESOURCES	Bill #0502552454-01/Sep25-A	51.74
V02144 MINNESOTA ENERGY RESOURCES	Bill #0502380460-01/Aug25	373.64
V02144 MINNESOTA ENERGY RESOURCES	Bill #0506372672-01/Aug25-C	552.43
V02144 MINNESOTA ENERGY RESOURCES	Bill #0502903931-02/Aug25	48.77
V02144 MINNESOTA ENERGY RESOURCES	Bill #0502809781-03/Sep25	18.00
V03429 OPERATING ENGINEERS LOCAL #49	Bill #49ERS/NOV25/HRA	3,519.00
V03429 OPERATING ENGINEERS LOCAL #49	Bill #49ERS/NOV25/HEALTH	40,690.00
V03429 OPERATING ENGINEERS LOCAL #49	Bill #NON-BARG/NOV25/HEALTH	92,144.00
V04382 PUBLIC UTILITIES COMMISSION	Bill #300659/Aug25	20.14
V04382 PUBLIC UTILITIES COMMISSION	Bill #300687	11.19
V04382 PUBLIC UTILITIES COMMISSION	Bill #300654/Aug25-G	957.89
V04382 PUBLIC UTILITIES COMMISSION	Bill #302054/Aug25-A	186.36
V04382 PUBLIC UTILITIES COMMISSION	Bill #300685/Aug25	20.72
V04382 PUBLIC UTILITIES COMMISSION	Bill #301052/Aug25-E	79.94
V04382 PUBLIC UTILITIES COMMISSION	Bill #300669/aug25-L	21.63
V04382 PUBLIC UTILITIES COMMISSION	Bill #300672/Aug25	433.66
V04382 PUBLIC UTILITIES COMMISSION	Bill #300667/Aug25-G	132.44
V04382 PUBLIC UTILITIES COMMISSION	Bill #300668/Aug25-L	3,107.98
V04382 PUBLIC UTILITIES COMMISSION	Bill #300684/Aug25	12.06
V04382 PUBLIC UTILITIES COMMISSION	Bill #300666/Aug25-G	568.17
V04382 PUBLIC UTILITIES COMMISSION	Bill #300662/Aug25	8,165.78

CITY OF GRAND RAPIDS BILL LIST - October 14, 2025

Item 2.

Summary Report

V04382 PUBLIC UTILITIES COMMISSION	Bill #300664/Aug25	72.49
V04382 PUBLIC UTILITIES COMMISSION	Bill #300676/Aug25-G	23.42
V04382 PUBLIC UTILITIES COMMISSION	Bill #300673/Aug25	898.86
V04382 PUBLIC UTILITIES COMMISSION	Bill #300660/Aug25-E	257.78
V04382 PUBLIC UTILITIES COMMISSION	Bill #300652/Aug25	21.36
V04382 PUBLIC UTILITIES COMMISSION	Bill #300682/Aug25	950.96
V04382 PUBLIC UTILITIES COMMISSION	Bill #300686/Aug25	20.69
V04382 PUBLIC UTILITIES COMMISSION	Bill #300650/Aug25-C	4,533.85
V04382 PUBLIC UTILITIES COMMISSION	Bill #300671/Aug25	16.81
V04382 PUBLIC UTILITIES COMMISSION	Bill #300675/Aug25-G	1,146.19
V04382 PUBLIC UTILITIES COMMISSION	Bill #300679/Aug25-G	40.78
V04382 PUBLIC UTILITIES COMMISSION	Bill #300689/Aug25	32.91
V04382 PUBLIC UTILITIES COMMISSION	Bill #300674/Aug25	874.98
V04382 PUBLIC UTILITIES COMMISSION	Bill #300670/Aug25	12.06
V04382 PUBLIC UTILITIES COMMISSION	Bill #300658	29.30
V04382 PUBLIC UTILITIES COMMISSION	Bill #303460/Aug25	7.76
V04382 PUBLIC UTILITIES COMMISSION	Bill #300661/Aug25	392.61
V04382 PUBLIC UTILITIES COMMISSION	Bill #300657/Aug25	165.92
V04382 PUBLIC UTILITIES COMMISSION	Bill #302055/Aug25-A	36.41
V04382 PUBLIC UTILITIES COMMISSION	Bill #300651/Aug25	6,325.13
V04382 PUBLIC UTILITIES COMMISSION	Bill #300681/Aug25-G	41.00
V04382 PUBLIC UTILITIES COMMISSION	Bill #300665/Aug25	28.62
V04382 PUBLIC UTILITIES COMMISSION	Bill #302053/Aug25-A	451.21
V04382 PUBLIC UTILITIES COMMISSION	Bill #300680/Aug25	12.36
V04382 PUBLIC UTILITIES COMMISSION	Bill #300656/Aug25-G	349.27
V04382 PUBLIC UTILITIES COMMISSION	Bill #300655/Aug25-G	896.93
V04382 PUBLIC UTILITIES COMMISSION	Bill #300678/Aug25-L	24.66
V04382 PUBLIC UTILITIES COMMISSION	Bill #300663/Aug25	2,662.90
V04382 PUBLIC UTILITIES COMMISSION	Bill #300690/Aug25	45.36
V04382 PUBLIC UTILITIES COMMISSION	Bill #300653/Aug25	122.35
V04382 PUBLIC UTILITIES COMMISSION	Bill #300677//Aug25-G	43.58
V04382 PUBLIC UTILITIES COMMISSION	Bill #300688	22.37
V04382 PUBLIC UTILITIES COMMISSION	Bill #300683/Aug25	20.74
V04382 PUBLIC UTILITIES COMMISSION	Bill #302052/Aug25-A	54.08
V04382 PUBLIC UTILITIES COMMISSION	Bill #303459/Aug25	2,055.42
V01994 SHAWN GRAEBER	Bill #092525	93.00
V01092 TRAVIS COLE	Bill #092525	93.00
V02218 UNITED PARCEL SERVICE	Bill #000000568125395	87.54
V03558 WEX INC	Bill #107498921/FD	425.27
V03558 WEX INC	Bill #107498921/PD & DACF	740.05
V03558 WEX INC	Bill #106875007/PD	1,815.61
V03558 WEX INC	Bill #106875007/FD	402.93
V01985 ANDY MORGAN/PETTY CASH	Bill #092625	6.08
V04114 MARCO TECHNOLOGIES, LLC	Bill #INV14382900	14.09

09/16/25 - 10/06/25

CITY OF GRAND RAPIDS BILL LIST - October 14, 2025

Item 2.

Summary Report

V04114 MARCO TECHNOLOGIES, LLC	Bill #INV14382901-G	9.08
V03391 AMAZON CAPITAL SERVICES	Bill #1YMQ-WGQX-1XHV	81.69
V03391 AMAZON CAPITAL SERVICES	Bill #1YGW-9QR4-6LCG-L	9.29
V02144 MINNESOTA ENERGY RESOURCES	Bill #0508787492-09/Sep25	18.00
V02144 MINNESOTA ENERGY RESOURCES	Bill #0503250588-01/Sep25	139.75
V02144 MINNESOTA ENERGY RESOURCES	Bill #0615241258-01/Sep25-A	20.95
V03458 MATTHEW WEGWERTH	Bill #093025-A	35.00
V03458 MATTHEW WEGWERTH	Bill #093025	175.00
V04179 ANDY MORGAN	Bill #093025	42.56
V04378 PAUL BUNYAN COMMUNICATIONS	Bill #8798300/Oct25	70.00
V04378 PAUL BUNYAN COMMUNICATIONS	Bill #4205000/Oct25-C	77.62
V04378 PAUL BUNYAN COMMUNICATIONS	Bill #8293800/Oct25-G	157.84
V04378 PAUL BUNYAN COMMUNICATIONS	Bill #6464100/Oct25	1,190.60
V04378 PAUL BUNYAN COMMUNICATIONS	Bill #4026700/Oct25-L	249.04
V04406 CITY OF COHASSET	Bill #10065102/SEP25-G	100.21
V04291 ERIK SCOTT	Bill #093025	101.50
V03520 THOMAS J. PAGEL	Bill #092925	174.23
V03520 THOMAS J. PAGEL	Bill #HEALTH/OCT2025	1,772.00
V04317 KEVIN KOETZ	Bill #100225	210.00
V03967 LOFFLER COMPANIES INC	Bill #5143277	211.87
V04230 HOLIDAY STATIONSTORES LLC	Bill #027901102500	275.00
V02038 MUTUAL OF OMAHA	Bill #001957396743	585.36
V04167 MN STATE RETIREMENT SYSTEM-GR	Bill #NOV25/CLERICAL HCSP	1,863.00
V03456 WM CORPORATE SERVICES, INC	Bill #0128309-2808-6	2,999.57
V03836 NORTHERN STAR COOPERATIVE SERV	Bill #093025	3,003.21
V03537 GREG MUELLER	Bill #CRYSTAL LK DESIGN/#3	20,000.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$ 232,044.47

TOTAL ALL DEPARTMENTS: \$ 2,629,301.52



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2025

AGENDA ITEM: Consider adopting a resolution approving master lease with Huntington National Bank for Toro equipment for Pokegama Golf Course

PREPARED BY: Kim Gibeau

BACKGROUND:

A majority of the golf course equipment is past usable hours and is requiring over \$40,000 in repair and maintenance yearly. In an effort to remove that cost and improve course conditions the golf committee is recommending signing the attached lease with Huntington National Bank for leasing updated equipment through MTI Distribution for Toro equipment.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving master lease with Huntington National Bank for Toro equipment lease for 5 years with payments of \$5,725.99 per month.



MTI Distributing
Equipment Quote
March 24, 2025



Steve Ross
Pokegama Golf Course

Quote Expiration Date: 4/23/2025

MINNESOTA STATE CONTRACT PACKAGE* PRICING - CONTRACT #243333

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
2	03910	Reelmaster 3550-D	\$40,827.54	\$81,655.08
10	03485	18 Inch 8-Bld (RR) Radial Reel Edgeseries	\$3,350.88	\$33,508.80
2	03916	Rear Roller Brush ONLY Kit (18 Inch)	\$4,271.28	\$8,542.56
2	CM535-03910	TPP 60 Months 3500 Hours Comprehensive	\$4,953.73	No Charge
20	SSF	Standard Set Up Fee @ \$135.00/hour	\$2,700.00	No Charge
1	30807	Groundsmaster 3500-D	\$44,985.72	\$44,985.72
1	CM535-30807	TPP 60 Months 3500 Hours Comprehensive	\$2,729.15	No Charge
4	SSF	Standard Set Up Fee @ \$135.00/hour	\$540.00	No Charge
1	04358	Greensmaster 3150-Q	\$32,476.08	\$32,476.08
3	04656	14 Blade Cutting Unit	\$3,162.12	\$9,486.36
3	04255	Narrow Wiehle Roller (One roller)	\$356.46	\$1,069.38
1	CM535-04358	TPP 60 Months 3500 Hours Comprehensive	\$1,970.20	No Charge
8	SSF	Standard Set Up Fee @ \$135.00/hour	\$1,080.00	No Charge
1	08743	Sand Pro 3040	\$20,482.80	\$20,482.80
1	08714	Manual Blade (40 Inch)	\$1,788.54	\$1,788.54
1	08751	QAS Tooth Rake	\$1,809.60	\$1,809.60
1	CM535-08743	TPP 60 Months 3500 Hours Comprehensive	\$1,242.62	No Charge
12	SSF	Standard Set Up Fee @ \$135.00/hour	\$1,620.00	No Charge
1	44552	Pro Force Debris Blower	\$10,447.32	\$10,447.32
1	CM535-44552	TPP 60 Months 3500 Hours Comprehensive	\$633.82	No Charge
3	SSF	Standard Set Up Fee @ \$135.00/hour	\$405.00	No Charge
1	30609	Groundsmaster 4000-D (T4)	\$87,269.52	\$87,269.52
1	30422	Leaf Mulching Kit	\$1,635.66	\$1,635.66
1	31522	4WD Flow Divider Kit	\$518.70	\$518.70
1	CM535-30609	TPP 60 Months 3500 Hours Comprehensive	\$3,706.00	No Charge
6	SSF	Standard Set Up Fee @ \$135.00/hour	\$810.00	No Charge

*Package Toro Protection Plus free goods based on the purchase of all quoted equipment.

Equipment Total	\$335,676.12
6.875% Sales Tax	\$23,077.73
Total	\$358,753.85

CONTINUED ON PAGE 2

Optional FMV Lease available through Huntington Bank Equipment Finance		Item 3.
	5-Year Term, 60 Monthly Payments:	99
	6-Year Term, 72 Monthly Payments:	\$5,488.20

Rates are subject to credit approval, \$300.00 doc fee applies

- Net 30 Terms with qualified credit
- New Toro commercial equipment comes with a two-year manufacturer warranty
- Equipment delivery and set-up at no additional charge
- All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Josh Kravik Outside Sales Representative 763-670-2799	Karen Wangenstein Inside Sales Representative 763-592-5643
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MTI Distributing, Inc. • 4830 Azelia Avenue N. #100 • Brooklyn Center, MN 55429

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 25-

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF LEASE NO. 20000037617 BETWEEN THE CITY OF GRAND RAPIDS, 420 N. POKEGAMA AVENUE, GRAND RAPIDS, ITASCA, MN 55744-2658 AND THE HUNTINGTON NATIONAL BANK, 11100 WAYZATA BLVD STE 700, HENNEPIN, MN 55305-5517

WHEREAS, City of Grand Rapids, Minnesota, (the “Lessee”) is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of MN; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the “Lessor”) shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF The City of Grand Rapids, Minnesota:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Mayor of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee’s obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of MN.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

Adopted this 15th day of September, 2025 and certified as true and correct.

Tasha Connelly, Mayor

Attest:

Kimberly Gibeau, City Clerk

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

The "Master Lease": Master Lease Number MLA37617L Dated August 25, 2025
"Lessee"
City of Grand Rapids, Minnesota, 420 N Pokegama Ave, Grand Rapids, Itasca, MN, 55744-2658
E-mail: tbeaudry@grandrapidsmn.gov
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517
E-mail: EFCustomerService@huntington.com

Master Lease Terms and Conditions

1. LEASE. Lessee hereby agrees to lease from Lessor and, subject to satisfaction of all Lessor's requirements and no material adverse change in Lessee's condition or business, Lessor agrees to lease to Lessee the personal property, services and/or software described in one or more Schedules (each a "Schedule") to this Master Lease signed by Lessor and Lessee from time to time on the terms and conditions set forth herein and in the related Schedule (such property and services, together with all replacements, repairs, and additions thereto, collectively the "Equipment"; and each item, an "Item"). Lessee authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known. Each Schedule incorporates the terms of this Master Lease, is considered a separate lease and shall be referred to herein as "this Lease". Capitalized terms have the meanings given to them in the Schedule or herein. If the terms of a Schedule conflict with the terms of this Master Lease, the terms of the Schedule shall control.

2. TERM. The term of this Lease with respect to each Item begins on the date Lessee accepts such Item and continues for the number of consecutive months from the Commencement Date shown in the applicable Schedule (the "Initial Term") unless earlier canceled, terminated or extended as provided herein or in the Schedule. Lessee shall promptly inspect the Equipment upon delivery and, if acceptable in all respects, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee authorizes Lessor to fill in the Commencement Date in the Schedule, which will be a date designated by Lessor based on the date that the final Item thereunder is delivered to and accepted by Lessee. The term of this Lease may be extended as provided in the applicable Schedule.

3. PAYMENTS. Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term; (c) interim rent for each Item from the date accepted to the Commencement Date, at the daily rate equal to the Interim Rent Daily Factor set forth in the Schedule multiplied by the portion of the total cost of the Equipment paid by Lessor (including all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, and any other amounts financed, before application of any subsidies or like amounts, the "Final Cost") applicable to such Item payable with respect to each calendar month by the 10th day of the following month and in any event on the Commencement Date. If, for any reason, the Final Cost is more or less than the estimated cost of the Equipment, each Rent Payment and the mandatory or optional fixed purchase price, if any, will be adjusted to provide Lessor the same yield it would have obtained if such Final Cost had been equal to such estimated cost of the Equipment. Lessee agrees that the Schedule will be amended to reflect the adjusted Rent Payment and purchase price, if applicable, by (i) written notice from Lessor to Lessee for adjustments of 10% or less; or (ii) signed Amendment. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon, assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, with interest, on demand, plus Lessor's administrative and other costs of paying and invoicing such amounts. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate or amount permitted by applicable law.

Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on such request made by any person it believes has authority to make such request on behalf of Lessee. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment request returned due to insufficient funds or stop payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied.

4. USE; REPAIRS. Lessee shall use the Equipment within recommended capacities, only for its designed purposes, in compliance with all laws, regulations and ordinances. At Lessee's expense, Lessee will maintain the Equipment in good repair and working order, furnish all needed parts and services and make all modifications and improvements required by law. Lessee will not modify or improve the Equipment without Lessor's prior written consent. All parts, modifications and improvements will become Lessor's property and part of the Equipment for all purposes. Lessee shall prepare and file all tax returns that it may file under the applicable taxing jurisdiction's laws for taxes that are Lessee's responsibility hereunder, including but not limited to personal property taxes if the End of Lease Provision under the applicable Schedule is (i) "Mandatory Purchase" or (ii) "Purchase Option" and the price for such option is a dollar amount stated in such Schedule.

5. RETURN. Subject only to strict compliance with the terms of any purchase or renewal provisions which are set forth herein or in any Schedule, upon expiration or earlier cancellation or termination hereof, Lessee shall, at its sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the Initial Term and with respect to each item of Equipment, as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowl damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. Any Equipment with reel cutting units shall be returned within standard service life specifications, defined as the factory reel diameter, less 0.5 inches (5 inch reels) and 0.4 inches for any larger diameter

reels. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular Item shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Item as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Item for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (a) the Mandatory Purchase Price related to the Item; (b) the Item's "Anticipated Residual Value" as determined by Lessor's books at the Commencement Date; or (c) 10% of the original Final Cost related to the Item. If the Equipment financed is Golf Cars or Golf Carts, the Return Condition Standards are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value. Until properly returned, all Lease terms shall apply, including without limitation all Lessee's rent, insurance and maintenance obligations.

6. DISCLAIMERS. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR ANY DEFECT THEREIN, OR BY THE DELIVERY, INSTALLATION, USE, MAINTENANCE OR SERVICING OF OR ADJUSTMENT TO THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AS-IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. Lessee acknowledges that: Lessor is not a dealer or manufacturer of equipment of any kind; is not the seller of the Equipment; each Item is of a type, size, design and capacity selected solely by Lessee; and this Lease is a "finance lease" under UCC Article 2A in all respects. To the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this Lease).

7. INDEMNITY. To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities, liens, fines, penalties or other amounts arising out of the manufacture, purchase, lease, use, condition, possession, ownership, operation or return of any Equipment, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, including any strict liability claims, whether arising by operation of law, or with or without Lessee's fault or

negligence or failure to comply with the terms hereof, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents, imposed or incurred by or asserted against Lessor, its successors or assigns. At Lessor's option, Lessee shall assume full responsibility for the defense of any indemnified claim.

8. LOSS. Lessee shall bear the entire risk of loss, theft, damage or destruction of any or all Items from any cause whatsoever ("Loss"); and no Loss shall relieve Lessee of any rent payment or other obligation hereunder. If Lessor determines that any Item has suffered an irreparable Loss, Lessee will either (i) replace the Item with like equipment (of the same year, make, model and accessories) in good repair, condition and working order; or (ii) pay Lessor the Stipulated Loss Value for such Item.

9. INSURANCE. With respect to the Equipment, Lessee shall pay for and maintain, and furnish Lessor a certificate evidencing, insurance insuring against: (a) liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000.00 or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, with Lessor as additional insured, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value, with Lessor as loss payee. Each insurance policy shall be in such form, including a maximum deductible, and with such insurers as Lessor may accept, shall require the insurer to give Lessor at least 30 days' prior written notice of any cancellation or change in terms, and shall specify that no action or misrepresentation by Lessee will affect Lessor's coverage. Lessor has no duty to verify or notify Lessee that any such policy exists or is free of defects. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such physical damage policy. If Lessee fails to maintain, pay for or provide Lessor with evidence of the required insurance, Lessor may, but is not obligated to, obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice. Lessor may charge Lessee the costs of acquiring and maintaining such insurance, and a fee for Lessor's services (collectively, "Insurance Charge"). At its discretion, Lessor may allocate the Insurance Charge to the remaining Rent Payments, which Lessee will pay with interest on such allocation. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person.

10. DEFAULT. Each of the following is an "Event of Default" hereunder: (a) Lessee fails to pay any rent or other payment required hereunder when due; (b) Lessee fails to comply with any other covenant or agreement hereunder and such failure continues for 10 days after notice by Lessor; (c) Lessee defaults under any other obligation to Lessor; (d) Lessee or any guarantor of this Lease ("Guarantor"), or any partner of Lessee ("Partner") if Lessee is a partnership, ceases doing business as a going concern or makes an assignment for the benefit of creditors; (e) Lessee or any Guarantor or Partner admits in writing an inability to pay debts as they come due, voluntarily files or has filed against it involuntarily a petition under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for it or for all or a substantial part of its assets; (f) any individual Lessee, Guarantor or Partner dies; (g) any material indebtedness of Lessee or any Guarantor is accelerated or payment in full thereof is demanded; (h) Lessee or any Guarantor shall divide or shall consolidate with, merge into or transfer all or substantially all its assets to another entity or individual; or (i) Lessee fails to occupy the premises where any Item is located, or the mortgagee or owner of such premises asserts the right to take possession thereof or exercise eviction or other remedies under the mortgage or lease of such premises.

11. REMEDIES. At any time on or after an Event of Default, Lessor may in its sole discretion, with or without canceling or terminating this Lease, exercise one or more of the following remedies: (a) on written notice to Lessee, cancel or terminate this Lease; (b) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the current fiscal year; (c) enforce performance of, and/or recover damages for the breach of, Lessee's covenants; (d) repossess the Equipment wherever located, without notice or legal process; (e) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee's obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms as deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses

incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment. No remedy shall be exclusive, and each shall be cumulative to the extent necessary for Lessor to recover amounts for which Lessee is liable hereunder.

12. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not sell, assign, transfer (via merger, division, or otherwise), sublet, pledge or otherwise encumber or permit a lien arising through Lessee to exist against any interest in this Lease or the Equipment. Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

13. NON-CANCELABLE, UNCONDITIONAL OBLIGATION. This Lease cannot be canceled or terminated except as expressly provided herein. This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If this Lease is deemed to be a lease intended as security, (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; and (ii) this Lease shall be construed so that interest, the applicable interest rate or other charges shall not exceed the maximum time price differential, rate, interest or amount allowed by applicable law, and any excess payment will be applied first to prepay principal hereunder and then as a refund to Lessee. The Equipment shall at all times remain Lessor's property, and Lessee's only right, title or interest therein shall be as set forth herein. At its expense, Lessee shall protect and defend Lessor's title and interest and keep the Equipment free of all claims and liens except those created by or arising through Lessor. Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee appoints Lessor as Lessee's attorney-in-fact to sign such items in Lessee's name. Lessee will reimburse Lessor's costs with respect thereto on demand. Lessee's exact legal name is as shown above and Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable Schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year. Lessor may inspect the Equipment and Lessee's records related thereto at any time during business hours. All representations, warranties and indemnities of Lessee made or agreed to in or in connection with this Lease shall survive expiration, cancellation or termination of this Lease.

14. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS. To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations

in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases.

15. DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS. Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Master Lease and any Schedules, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

16. EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY). At the end of the Initial Term, Lessee shall remit to Lessor \$5.00 per hour on each Item that has hourly use in excess of the maximum hours as indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an Item shall be determined by the hour meter attached to said Item, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Item during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

17. GOVERNING LAW; JURY TRIAL WAIVER. THIS LEASE, AND ALL MATTERS OF THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING CONFLICTS LAWS). TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY ACTION TO ENFORCE THIS LEASE OR ANY RELATED AGREEMENTS.

18. MISCELLANEOUS. This Lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof; there is no other oral or written agreement or understanding. The Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on any document or agreement shall be unconditionally valid and legally enforceable, and therefore, agrees to not contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. This Lease and related documents may be electronically copied and/or delivered by electronic means of transmission ("e-copy") and the e-copy of any document shall be deemed an original, and admissible as such in any court or other proceeding; provided that there shall be only one original counterpart of each Schedule, and it shall bear the original ink or electronic signature of Lessor and be marked "Original." To the extent a Schedule is "chattel paper", a security or ownership interest may only be created therein by transferring the "Original" bearing Lessor's original ink or electronic signature; provided that if the "Paper Out" process shall have occurred, then the "Paper Out" printed version of the Schedule bearing the legend "Original" shall constitute the sole chattel paper original. If Lessor permits Lessee to deliver this lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth above. The Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on any Document shall be unconditionally valid and legally enforceable, and therefore, agrees not to contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Except as expressly set forth herein, this Lease may not be amended or modified except by a writing manually signed by the parties. Lessee shall pay Lessor's costs, fees and expenses incurred in connection with any amendment, waiver, release, cancelation or termination of this Lease or

any related document, financing statement, title certificate or instrument, including but not limited to filing and recording fees. This Lease is binding on and inures to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. If more than one Lessee is named herein, the obligations of each shall be joint and several. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a reports. Lessee warrants and agrees that the Equipment is leased and will be used for business purposes only, and not for personal, family or household purposes. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Under federal law, Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents.

Lessor The Huntington National Bank

By: _____

Title: _____

Lessee City of Grand Rapids, Minnesota

By: _____

Tasha Connelly, Mayor

**TURF EQUIPMENT SCHEDULE
(FAIR MARKET VALUE PURCHASE OPTION)**

The "Lease": Equipment Schedule Number 20000037617 Dated August 25, 2025 to Master Lease Number MLA37617L Dated August 25, 2025	
"Lessee": City of Grand Rapids, Minnesota, 420 N Pokegama Ave, Grand Rapids, Itasca, MN, 55744-2658	
Contact:	Phone: 218-326-3444
"Lessor": The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term 60 Months	Rent Payment Period MONTHLY	Each Rent Payment \$5,357.65 plus applicable taxes ¹	Advance Rent Payment(s) \$0.00 For Installment(s): N/A	Interim Rent Daily Factor N/A	Security Deposit N/A
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¹ The Rent Payment does not include "up-front" sales or use taxes that may be imposed and due at the inception of the Lease. See Section 7 below.

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (the "Equipment"):**MAXIMUM HOURS:**

See Exhibit A: See Exhibit A attached hereto and made a part hereof.	600/Year
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Each Rent Payment shall be payable in arrears commencing on the date that is one Rent Payment Period after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

1. So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the fair market value of the Equipment, as mutually determined by Lessor and Lessee, plus all sales and use taxes arising on the sale of the Equipment. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 60 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive non-cancelable 1-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
2. If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease.
3. Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
4. If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
5. If this Lease terminates or is canceled prior to the end of the Initial Term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or Initial Term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.
6. This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature.
7. Lessee acknowledges that the Rent Payment does not include any "up-front" sales or use taxes (due at Lease inception) that Lessee elects to finance in conjunction with other financing under this Lease ("Financed Taxes"). If applicable, Lessor will adjust the Rent Payment amount to include the Financed Taxes (inclusive of any applicable fees), and such adjustment will be calculated by amortizing the Financed Taxes over the term of the Lease using the same yield used for calculation of Rent Payments (or as reasonably determined by Lessor). The adjusted Rent Payment shall be due and paid by Lessee in accordance with this Lease, and any reference to taxes, Rent Payment, and payment obligations under the Lease shall include Financed Taxes unless otherwise specified.

Lessor The Huntington National Bank

By: _____

Title: _____

Lessee City of Grand Rapids, Minnesota

By: _____

Tasha Connelly, Mayor

**EXHIBIT A**

"Contract": Lease Number 20000037617 dated August 25, 2025
"Lessee"
City of Grand Rapids, Minnesota, 420 N Pokegama Ave, Grand Rapids, Itasca, MN, 55744-2658
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

This Exhibit A is attached to and made a part of the Contract referenced above, between the above-referenced Lessor and the above-referenced Lessee. All capitalized terms not otherwise defined in this Exhibit A shall have the meanings assigned in the Contract.

Description and Location of Equipment, Personal Property, Services, and/or Software (the "Collateral") that is being financed pursuant to the Contract:

Quantity	Description (including features)	Location
2	Toro Reelmaster 3550-D	3910 Golf Course Rd, Grand Rapids, Itasca, MN, 55744-9680
1	Toro Groundsmaster 3500-D	3910 Golf Course Rd, Grand Rapids, Itasca, MN, 55744-9680
1	Toro Greensmaster 3150-Q	3910 Golf Course Rd, Grand Rapids, Itasca, MN, 55744-9680
1	Toro Sand Pro 3040	3910 Golf Course Rd, Grand Rapids, Itasca, MN, 55744-9680
1	Toro Pro Force Debris Blower	3910 Golf Course Rd, Grand Rapids, Itasca, MN, 55744-9680
1	Toro Groundsmaster 4000-D	3910 Golf Course Rd, Grand Rapids, Itasca, MN, 55744-9680

Lessor The Huntington National Bank By: _____ Title: _____

Lessee City of Grand Rapids, Minnesota By: _____ Tasha Connelly, Mayor

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: August 25, 2025

Lessee: City of Grand Rapids, Minnesota
420 N Pokegama Ave
Grand Rapids, MN 55744-2658

Lessor: The Huntington National Bank
11100 Wayzata Blvd Ste 700
Minnetonka, MN 55305-5517

Re: Lease Agreement No. 20000037617, dated as of August 25, 2025, by and between City of Grand Rapids, Minnesota and The Huntington National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Agreement described above (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of MN (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is City of Grand Rapids, Minnesota.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3 of the Government Entity Addendum executed in connection with the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.
9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by The Huntington National Bank and its successors and assigns.

Very truly yours,



CERTIFICATE OF INCUMBENCY
LEASE NO. 20000037617
DATED AS OF August 25, 2025

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Grand Rapids, Minnesota (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of MN, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



DELIVERY AND ACCEPTANCE CERTIFICATE

The "Lease": Equipment Schedule Number 20000037617 Dated August 25, 2025 to Master Lease Number MLA37617L Dated August 25, 2025
"Lessee"
City of Grand Rapids, Minnesota, 420 N Pokegama Ave, Grand Rapids, Itasca, MN, 55744-2658
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not the Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

Acceptance Date: _____

Lessee City of Grand Rapids, Minnesota

By: _____

Tasha Connelly, Mayor



Item 3.
ADDITIONAL INFORMATION
REGARDING YOUR ACCOUNT AND THE EQUIPMENT

The "Contract": Lease Number 20000037617 dated August 25, 2025
"Lessee"
City of Grand Rapids, Minnesota, 420 N Pokegama Ave, Grand Rapids, Minnesota MN, 55744-2658
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

Equipment Description and Location:

Description (including features)	Location
See Exhibit A attached hereto and made a part hereof.	See Exhibit A

***PLEASE COMPLETE ALL SECTIONS BELOW ***

Automated Clearing House ("ACH") Payments (check one box below):

- ☐ Previous contracts are on ACH, please continue ACH on this Contract.
- ☒ Do NOT setup this Contract on ACH (this option may be selected unless ACH is required by Lessor)
- ☐ Please setup ACH on this Contract (this option to be selected if you would like ACH to apply to this Contract or if Lessor requires ACH.)
If Lessor requires ACH, the box will automatically be checked.

Billing Address: 420 N Pokegama Ave, Grand Rapids, ~~Minnesota~~ MN, 55744-2658

- ☒ If billing address is different than above, list the correct billing address: 420 N POKEGAMA AVE, GRAND RAPIDS, MN 55744
- ☐ Billing Email Address: If Different, Enter Correct Email Address: _____
- ☒ For this contract only ☐ All contracts

Equipment Location and Vehicle Titling Location:

- ☒ The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.
- ☐ The Equipment will be located at: _____
(If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located)
and the vehicles will be titled in: _____ (State) _____ (City) _____ (County)
(If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

1. Sales/Use Tax: (check one)

- ☒ Subject to Sales and Use Tax. (Tax will be based on the state where the Equipment/Vehicle is located).
- ☐ Exempt from sales and use tax, for the following reason: _____
- ☐ Exemption Certificate Attached
- ☐ Valid Exemption Certificate already on file with Lessor.

If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax

2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment on its own return and bill you for taxes due.

Acknowledged by:

Lessee City of Grand Rapids, Minnesota

By: Carl Babich
CARL BABICH

Tasha Connelly, Mayor



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2025

AGENDA ITEM: Consider entering into a Cleaning Services Agreement with Northwoods Cleaning Company at Yanmar Arena.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

For the previous two ice seasons, we've hired Northwoods Cleaning Company to perform routine cleaning services at Yanmar Arena. They deep-cleaned restrooms, showers, and glass while our Arena staff performed general cleaning and building maintenance. Northwoods has offered their services at the same price as last year, which is \$790.00 per week. With being the low quote the previous two years and offering the same price, I did not solicit a second quote. We budget this for the months of November through March.

REQUESTED COUNCIL ACTION:

Make a motion to enter into a Cleaning Services Agreement with Northwoods Cleaning Company at Yanmar Arena.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14th, 2025

AGENDA ITEM: Adopt a Resolution Accepting a State Grant in the amount of \$35,566.00 for the Taxiway A South Reconstruction Project and the Taxiway A North Design Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

PREPARED BY: Matt Wegwerth

BACKGROUND:

This project includes the reconstruction for the Taxiway South and the design of the Taxiway North. The FAA will be covering 95% of the project costs, the State of Minnesota will cover 2.5% and the local share is 2.5%. The local share is \$35,566 and is split with the County 50/50, which equals a City amount of \$17,783.

This is a budgeted project for 2026.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a State Grant in the amount of \$35,566.00 for the Taxiway A South Reconstruction Project and the Taxiway A North Design Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **the Grand Rapids-Itasca County Airport Commission acting through its Grand Rapids City Council as Fiscal Agent for the Itasca County/Grand Rapids Airport, 420 North Pokegama Ave, Grand Rapids, MN 55744** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project (**State Project #A3101-105**) ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this Agreement.

AGREEMENT TERMS

1. **Term of Agreement, Survival of Terms, Project Plans, and Incorporation of Exhibits**
 - 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until it is fully executed, and Grantee has been notified by the State to begin the work.
 - 1.2 **Expiration Date.** This Agreement will expire on **December 31, 2029**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Airport Operations, Maintenance and Conveyance; Transfer of Interest; Indemnification; State Audits; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; and Data Disclosure.
 - 1.4 **Project Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
 - 1.5 **Exhibits.** Exhibit(s) **A** through **B** are attached and incorporated into this Agreement
2. **Grantee's Duties**
 - 2.1 **Project Completion and Changes.** Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project. Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project. Any changes to the plans or specifications of the Project after the effective date of this Agreement will be valid only if made by written amendment signed by the same parties who executed the original agreement, or their successors in office.
 - 2.2 **Registered Engineer Designation.** If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, Grantee elects not to have such services performed by a registered engineer, then Grantee will designate another responsible person to oversee such work.
 - 2.3 **Policy Compliance.** Grantee will comply with all the required grants management policies and procedures of [Minn.Stat.§16B.97](#), Subd. 4(a)(1).**Asset Monitoring.** If Grantee uses funds obtained through this Agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with

grant funds under this Agreement without prior written consent of the State and an amendment to this Agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

2.4 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes §360.305, subd. 4(d)(1), Grantee must operate the Airport as a licensed, municipally owned public airport at all times of the year for a period of, **20 years** from the date Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only.

2.5 Transfer of Interest. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the Airport or in any real or personal property purchased or improved under this Agreement. If the State approves such a transfer or change in use, the State may impose, at its sole discretion, conditions and/or restrictions on such transfer, with which Grantee must comply.

3. Time. Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. Cost Participation and Payment

4.1 Cost Participation. Costs for the Project will be proportionate and allocated accordingly between the federal government, the State, and Grantee as described in **Exhibit B**.

4.1.1 Federal Funding. The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the federal government. Federal funds for the Project will be received and disbursed by the State.

4.1.1.1 Requests for Additional Federal Reimbursement. If Grantee intends to request additional federal reimbursement for Project costs, it must make all reasonable efforts to do so, and notify the State of the same, no later than thirty (30) days prior to the expiration of this Agreement. If federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the total state funds granted under this Agreement. Any further state match funding provided as part of this Agreement will be based on the State's current rate letter available at:

<https://www.dot.state.mn.us/aero/airportdevelopment/fundingandgrants.html>.

4.2 Sufficiency of Funds. Pursuant to Minnesota Rule 8800.2500, Grantee certifies that: (1) it presently has sufficient unencumbered funds available to pay for its share of the Project; (2) it has the legal authority to engage in the Project as proposed; and (3) the Project will be completed without undue delay.

4.3 Total Obligation. The **State's total obligation** for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$35,566.00**.

4.4 Payment

4.4.1 Invoices. Grantee will submit invoices for payment by credit application via email. The form Grantee will use to submit invoices can be found on the Airport development forms website: <https://www.dot.state.mn.us/aero/airportdevelopment/forms.html>. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after 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: **Invoices will be submitted timely and according to the following schedule: Upon completion of services.**

4.4.2 All Invoices Subject to Audit. All invoices are subject to audit, at the State's discretion.

4.4.3 Expiration of Reimbursement. Grantee must submit all final invoices for reimbursement no later than ninety (90) calendar days after the expiration date of this Agreement. Any invoices received after this 90-day period will not be eligible for payment.

4.4.4 State's Payment Requirements. The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or

otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, the State will pay Grantee within thirty (30) days of receipt of such invoice.

4.4.5 Grantee Payment Requirements. Grantee must pay all Project contractors promptly. Grantee will make undisputed payments no later than thirty (30) days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten (10) days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within thirty (30) days of receipt of such invoice.

4.4.6 Grant Monitoring Visit and Financial Reconciliation. If the State's total obligation is greater than \$50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than \$250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures

4.4.6.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which state employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

Prior to any scheduled monitoring visit or financial reconciliation, the State's Authorized Representative will notify Grantee which state employees and/or contractors will participate, and which Grantee staff members should be present. This schedule is subject to change at the State's sole discretion. Scheduling changes, if any, will be timely communicated to Grantee's Authorized Representative.

4.4.6.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.

4.4.6.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.4.7 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.4.8 Closeout Deliverables. At the close of the Project, Grantee must provide the following deliverables to the State before the final payment will be released by the State:

4.4.8.1 Electronic files of construction plans as both PDF and MicroStation compatible formats.

4.4.8.2 Electronic files of as-builts as both PDF and MicroStation compatible formats.

4.4.8.3 Electronic files of planning documents, including without limitation, airport layout plans and airport zoning plans, as PDF, MicroStation and GIS compatible formats. .

4.5 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to the State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to the State all contracts and subcontracts between Grantee and third parties to be funded by this Agreement. The State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. The State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten (10) business days.

5. Conditions of Payment. All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. No more than 95% of the amount due to Grantee under this Agreement will be paid by the State until it determines that Grantee has complied with all terms and conditions of this Agreement and has furnished all necessary records. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics,

Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

6. Authorized Representatives

6.1 The State's Authorized Representatives Are:

Matt Lebens, North Region Airports Engineer; (matthew.lebens@state.mn.us) and/or

Jessica McBroom, Grant Specialist; (jessica.mcroom@state.mn.us), or their successor.

State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Matt Wegwerth, Director of Public Works/City Engineer

Phone: 218-326-7625

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

City of Grand Rapids

420 North Pokegama Ave

Grand Rapids, MN 55744

Or their successor. If Grantee's Authorized Representative changes at any time during the term of this agreement, Grantee must immediately notify the State.

7. Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification

7.1 Assignment. Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.2.1 FAA Letter Amendments. Notwithstanding the foregoing, if the Federal Aviation Administration ("FAA") issues a Letter Amendment for this Agreement that results in an increase in the federal share of grant funds indicated in clause 4.1 herein, MnDOT's receipt of such Letter Amendment has the effect of automatically amending the total amount and respective shares granted under this Agreement without the requirement of a written amendment.

7.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 Agreement Complete. This Agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 Certification. By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Indemnification. Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of, Grantee's contractors, consultants, agents or other third parties under the direct control of Grantee.

9. **State Audits.** Under Minn. Stat. § 16B.98 Subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from: (1) the expiration or termination of this Agreement, (2) the receipt and approval of all final reports, or (3) the period of time required to satisfy all state and program retention requirements (available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=10358099), whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10. **Government Data Practices and Intellectual Property Rights**

- 10.1 **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.

10.2 **Intellectual Property Rights.**

- 10.2.1 **Ownership.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the State's exclusive property, and Grantee must immediately return all such Documents to the State upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to the State. Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this Agreement, Grantee will immediately give the State's Authorized Representative written notice thereof and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Other indemnification obligations of this Agreement notwithstanding, Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State from any action or claim brought against the State to the extent such action is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorneys' fees. If such a claim or action arises, or in either party's opinion is likely to arise, Grantee, at the State's discretion, must either: (1) procure for the State the right or license to use the intellectual property rights

at issue, or (2) replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. **Workers' Compensation.** Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#) subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.
12. **Publicity and Endorsement**
 - 12.1 **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on Grantee's website when practicable.
 - 12.2 **Endorsement.** Grantee must not claim that the State endorses its products or services.
13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Termination; Suspension**
 - 14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 14.2 **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
 - 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if:
 - 14.3.1 It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2 If funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
 - 14.4 **Suspension.** The State may immediately suspend this Agreement in the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#) subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Grantee agrees that:
- 17.1 In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Grantee, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
 - 17.2 No Grantee, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;
 - 17.3 A violation of this Section is a misdemeanor; and
 - 17.4 This Agreement may be canceled or terminated by the State, or any county, city, town, township, school, school district or any other person authorized to enter into agreements for employment, and all money due, or to become due under said agreements, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
18. **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee; however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
19. **Telecommunications Certification.** By signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.
20. **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Grantee's compliance with this provision. Grantee must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.
21. **Additional Provisions**
Intentionally left blank.

The remainder of this page has intentionally been left blank.

STATE ENCUMBRANCE VERIFICATION

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

By/Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

**DEPARTMENT OF TRANSPORTATION
AS DELEGATED**

By/Date: _____

MnDOT CONTRACT MANAGEMENT

By/Date: _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**RESOLUTION APPROVING
STATE AIRPORT FUND GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION**

It is resolved by the **County of Itasca** as follows:

- That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number **1061456** (“Agreement”).
- That it hereby agrees to the terms and conditions of the Agreement; and
- That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the **County**.

Adopted by the _____ on this ____ day of _____, _____.
[GRANTEE NAME]

By:

Print Name:

Title/Date:

ATTESTATION:

(different authorized signor than above)

By:

Print Name:

Title/Date:

**RESOLUTION APPROVING
STATE AIRPORT FUND GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION**

It is resolved by the **City of Grand Rapids** as follows:

- That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number **1061456** (“Agreement”).
- That it hereby agrees to the terms and conditions of the Agreement; and
- That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the **City**.

Adopted by the _____ on this ____ day of _____, _____.
[GRANTEE NAME]

By:

Print Name:

Title/Date:

ATTESTATION:

(different authorized signor than above)

By:

Print Name:

Title/Date:

GRAND RAPIDS - ITASCA COUNTY
AIRPORT

1500 SE 7th Avenue - Grand Rapids, MN 55744

September 9, 2025

RE: Grand Rapids-Itasca County Airport
 FFY 2025 Discretionary Grant Request

Matt Lebens, P.E.
 Airport Development Engineer
 Minnesota Department of Transportation
 Office of Aeronautics
 395 John Ireland Blvd.
 St. Paul, MN 55155

EXHIBIT A

Dear Mr. Lebens:

The City of Grand Rapids is requesting a discretionary grant from the Federal Aviation Administration (FAA) for the Grand Rapids-Itasca County Airport for Federal Fiscal Year 2025. The grant request is for design for the reconstruction of the north half (2,900 feet) of Taxiway A and the construction elements for the reconstruction of the south half of Taxiway A. The City is requesting Airport Improvement Program (AIP) funds for this project. Associated costs with this project are as follows:

Taxiway A (North) Reconstruction Phase 2 – Design (SEH)	\$167,800.00
Taxiway A (North) Reconstruction Phase 2 – Design Amendment (SEH)	\$34,000.00
Independent Fee Estimate (Becher Hoppe; Phase 2 Design)	\$4,050.00
Construction Administration (SEH)	\$263,100.00
Independent Fee Estimate (Becher Hoppe; Phase 1 CA)	\$4,050.00
Taxiway A (South) Recon – Phase 1 (KGM Contractors, Inc.)	\$942,143.00
<u>City of Grand Rapids – Administrative Costs</u>	<u>\$7,500.00</u>

TOTAL PROJECT COSTS: \$1,422,643.00

The City of Grand Rapids is requesting federal FAA entitlement participation for this project at 95 percent (\$1,351,511), a state fund request of 2.5% (\$35,566) and a local share of 2.5% (\$35,566) for a total grant request of \$1,422,643.

Please contact me if you have any questions.

Sincerely,



Matt Wegwerth, PE
 Public Works Director / City Engineer / Airport Manager

Airport: Grand Rapids-Itasca County Airport

Airport Sponsor: Grant Rapids, MN

Ident: GPZ

UEI: VCKFMLCGNYW9

State Project No.: A3101-105

Federal Project No.: 3-27-0037-032-2025

Agreement No.: 1061456

Project Description: AIP-Taxiway A north half design & Taxiway A south half reconstruction

EXHIBIT B

Construction	Description	Total	Funding Rates		Federal	State	Local
			Federal	State			
	Taxiway A (South) Recon - Phase 1 (KGM Contractors, Inc.)	\$ 942,143.00	95.00%	2.50%	\$ 895,036.00	\$ 23,553.50	\$ 23,553.50
	CONSTRUCTION SUBTOTAL	\$ 942,143.00			\$ 895,036.00	\$ 23,553.50	\$ 23,553.50
Engineering	Description	Total	Federal	State	Federal	State	Local
	Taxiway A (North) Reconstruction Phase 2 - Design (SEH)	\$ 167,800.00	95.00%	2.50%	\$ 159,410.00	\$ 4,195.00	\$ 4,195.00
	Taxiway A (North) Reconstruction Phase 2 - Design Amendment (SEH)	\$ 34,000.00	95.00%	2.50%	\$ 32,300.00	\$ 850.00	\$ 850.00
	Independent Fee Estimate (Becher Hoppe; Phase 2 Design)	\$ 4,050.00	95.00%	2.50%	\$ 3,847.50	\$ 101.25	\$ 101.25
	Construction Administration (SEH)	\$ 263,100.00	95.00%	2.50%	\$ 249,945.00	\$ 6,577.50	\$ 6,577.50
	Independent Fee Estimate (Becher Hoppe; Phase 1 CA)	\$ 4,050.00	95.00%	2.50%	\$ 3,847.50	\$ 101.25	\$ 101.25
	ENGINEERING SUBTOTAL	\$ 473,000.00			\$ 449,350.00	\$ 11,825.00	\$ 11,825.00
Administration	Description	Total	Federal	State	Federal	State	Local
	City of Grand Rapids - Administrative Costs	\$ 7,500.00	95.00%	2.50%	\$ 7,125.00	\$ 187.50	\$ 187.50
	ADMINISTRATION SUBTOTAL	\$ 7,500.00			\$ 7,125.00	\$ 187.50	\$ 187.50
	Total (before adjustments)	\$ 1,422,643.00			\$ 1,351,511.00	\$ 35,566.00	\$ 35,566.00
	Adjustments to round Fed amount				\$ 1,351,511.00	\$ 35,566.00	\$ 35,566.00
	Grant Amounts	\$ 1,422,643.00			\$ 1,351,511.00	\$ 35,566.00	\$ 35,566.00
	Overall Share Percentages				95.00%	2.50%	2.50%

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

RESOLUTION NO. 25-

A RESOLUTION ACCEPTING A \$35,566.00 GRANT FROM THE STATE OF MINNESOTA FOR THE TAXIWAY A SOUTH RECONSTRUCTION AND TAXIWAY A NORTH DESIGN PROJECT AT THE GRAND RAPIDS/ITASCA COUNTY AIRPORT

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$35,566.00 grant from the State of Minnesota for Grant Agreement Number 1061456 for the Taxiway A South Reconstruction and the Taxiway A North Design Project at the Grand Rapids/Itasca County Airport and furthermore authorizes the Mayor and City Clerk to execute the associated grant agreement.

Adopted this 14th day of October, 2025

Tasha Connelly, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2025

AGENDA ITEM: Consider approving trade of retired squad car to Itasca County Sheriff's Office for Law Enforcement Pursuit Intervention training for Grand Rapids Police Officers.

PREPARED BY: Captain Jeremy Nelson

BACKGROUND:

The Grand Rapids Police Department has a 2014 Dodge Charger, VIN# 2C3CDXAG6EH141264, that has been retired as patrol vehicle and is ready to be disposed of.

The Itasca County Sheriff's Office is in need of a former squad car to modify for use in pursuit intervention training. The Sheriff's Office has Deputies trained as instructors for this course.

The Grand Rapids Police Department has been looking at training GRPD Officers in pursuit intervention techniques as it provides a precise, safe, and controlled method for law enforcement to stop a fleeing vehicle and apprehend a suspect, thereby enhancing public safety. When GRPD has looked into this training in the past, from an outside source, the cost is approximately \$650 per officer or \$13,650 for the whole department, not including travel time or wages.

From previous experience, with sending retired patrol vehicles to auction, after the cost of the auction service is deducted the value of these vehicles has been significantly lower than civilian vehicles in the same market. This is due to after market being installed and removed from the vehicles, the condition of the vehicles, and public knowledge of the vehicles having been used as patrol vehicles. It is estimated that this vehicle, if sold at auction would be under \$5000.

REQUESTED COUNCIL ACTION:

Make a motion to approve trade of retired squad car to Itasca County Sheriff's Office for Law Enforcement Pursuit Intervention training for Grand Rapids Police Officers.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2025

AGENDA ITEM: Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.

PREPARED BY: Laura Pfeifer

BACKGROUND:

Accounts payable check #160800 issued to Govconnection on July 29, 2025 for \$3,297.74 is lost. An authorized representative has completed the required Affidavit of Lost Check.

Accounts payable check #159878 issued to Treasure Bay Printing on April 15, 2025 for \$46.00 is lost. Juan Lazo has completed the required Affidavit of Lost Check.

REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable checks #160800 and #159878, issue new checks and waive bond requirements for the checks to Govconnection and Treasure Bay Printing for the amounts of \$3,297.74 and \$46.00, respectively.

AFFIDAVIT

STATE OF) Minnesota

) SS

COUNTY OF) Itasca

Patricia Holland, being first duly sworn on oath, states that he/she resides at **P.O. Box 536477, Pittsburgh, PA, 15253-5906** and that he/she is the payee named in a check number **160800**, issued to **Govconnection**, drawn by **City of Grand Rapids** dated **7/29/25**, for the sum of **\$3,297.74**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Accounts Payable lost check

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

SIGNED

Patricia Holland

Subscribed and sworn to before me

This 26 day of September, 2025

Notary Public



AFFIDAVIT

RECEIVED

OCT 08 2025

STATE OF) Minnesota

) SS

COUNTY OF) Itasca

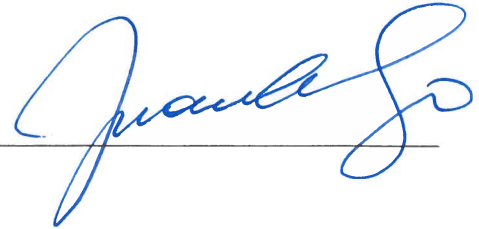
City of Grand Rapids

Juan Lazo, being first duly sworn on oath, states that he/she resides at **806 NE 4th Street, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **159878**, issued to **Treasure Bay Printing**, drawn by **City of Grand Rapids** dated **4/15/25**, for the sum of **\$46.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Accounts Payable lost check

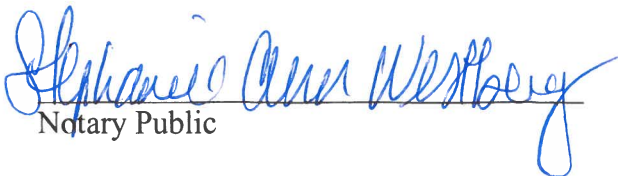
I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED



Subscribed and sworn to before me

This 6 day of October, 2025


Notary Public





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10-14-2025

AGENDA ITEM: Consider adopting a resolution accepting a \$8,224 grant from the Minnesota Board of Firefighter Training and Education for the Grand Rapids Fire Department.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

The Minnesota Board of Firefighter Training & Education has granted the Grand Rapids Fire Department a \$8,224.00 Round 18 Training Reimbursement Grant for the period July 1, 2025 through June 30, 2026. This training reimbursement award is for MBFTE approved training conducted between July 1, 2025 and June 30, 2026.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting the \$8,224 from the Minnesota Board of Firefighter Training and Education for the Grand Rapids Fire Department.



Minnesota Board of Firefighter Training and Education

445 MINNESOTA ST., SUITE 146

SAINT PAUL, MN 55101

Telephone: 651-201-7257 Fax: 651-215-0525

Email: fire-training.board@state.mn.us

Website: www.mbfte.org

GRAND RAPIDS FIRE DEPARTMENT
104 SE 11th Street
GRAND RAPIDS, MN 55744

October 06, 2025

The Minnesota Board of Firefighter Training and Education (MBFTE) is pleased to notify you that your fire department has been awarded, under the (FY2026) training reimbursement program, the amount of \$8,224.00. This training reimbursement award is for MBFTE approved training conducted between July 01, 2025 and June 30, 2026 (see the approved reimbursable classes list at www.mbfte.org). Award funds MUST be spent on the approved MBFTE list of classes.

The training reimbursement program is based on a "per firefighter" amount for all fire departments in Minnesota. The MBFTE had requested current rosters and the number of firefighters on departments throughout the state. Your reimbursement was based on the reported "number of firefighters" in your department multiplied by the "per firefighter" rate of 257.00 to equal your award. If your department failed to report the number of firefighters to MBFTE, your award amount is 2,570.00.

In order to process your reimbursement award you must:

1. Complete and sign the Request for Reimbursement form on the MBFTE website at <https://www.mbfte.org/ReimbursementForm.aspx> and remit by **July 08, 2026**. Your fire department is encouraged to send in your Request for Reimbursement Form(s) anytime during the July 01, 2025-June 30, 2026 fiscal year.
2. Attach documentation of training expenses paid. Documentation includes: invoices for training, certifications, books, backfill and overtime costs (if applicable) associated with MBFTE approved training, and payroll records for in-house trainers. **All EMS training which is approved by the EMSRB and is not primarily reimbursed through an EMS Association is eligible for reimbursement with proper documentation.**
3. Mail, fax, email, or upload the Request for Reimbursement Form and supporting documentation, **or submit your information to the MBFTE for direct payment to the training provider (if applicable) if your department has an award balance that is equal to or more than the amount of the invoice.**

The funds will be disbursed upon receipt of the signed, completed form, along with the proper supporting documentation. You will not receive a check in the mail; your reimbursement will be electronically deposited into the account that corresponds to the tax identification number provided on the Request for Reimbursement Form.

If you have questions regarding your award, please email me at steve.flaherty@state.mn.us or you may call me at 651-201-7258.

Respectfully,

Steve Flaherty, Executive Director

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

RESOLUTION NO. 25-

A RESOLUTION ACCEPTING A \$8,224.00 GRANT FROM THE MINNESOTA BOARD OF FIREFIGHTER TRAINING and EDUCATION (MBFTE) FOR THE GRAND RAPIDS FIRE DEPARTMENT TRAINING PROGRAM

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 Minnesota Board of Firefighter Training & Education has granted the Grand Rapids Fire Department a \$8,224.00 Round 18 Training Reimbursement Grant for the period July 1, 2025 through June 30, 2026.

Adopted this 14th day of October , 2025.

Tasha Connelly, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14th, 2025

AGENDA ITEM: Consider adopting a resolution accepting a \$150,000 grant from the IRRR Development Partnership Grant Program for the GoMarti 2.0 Project

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City of Grand Rapids, in support of GoMarti, submitted a grant application to the Minnesota Department of Iron Range Resources and Rehabilitation Development Partnership Grant Program. The application was for literature review, ecosystem mapping, stakeholder engagement and final reporting for GoMarti 2.0. The grant was awarded in the amount of \$150,000

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting a \$150,000 grant from the IRRR Development Partnership Grant Program for the GoMarti 2.0 Project and authorize necessary signatures

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

RESOLUTION NO. 25-

A RESOLUTION ACCEPTING A \$150,000 GRANT FROM THE IRON RANGE RESOURCES AND REHABILITATION (IRRR) FOR THE GOMARTI 2.0 PROJECT

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 \$150,000 grant from the Iron Range Resources and Rehabilitation (IRRR) for the GoMarti 2.0 Project and furthermore authorizes the Mayor to execute the associated grant agreement.

Adopted this 14th day of October 2025.

Tasha Connelly, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

Item 9.

PO ID 3000011220	PO Date September 29, 2025		Fiscal Year 2026	Grant Award \$150,000.00
Vendor ID 0000195352	Fund 2370	Fin Dept ID B4335310	Approp ID B43TCPR	Account 441352

This grant contract agreement is between the State of Minnesota, acting through its Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Grand Rapids City of, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 ("GRANTEE").

Recitals

1. Under Minn. Stat. § 298.22, subd. 13, Taconite Environmental Protection Fund (Minn. Stat. § 298.223) and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 25-032 the State is empowered to enter into this grant contract agreement.
2. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract agreement.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date.

October 7, 2025, or the date the State obtains all required signatures, whichever is later.

Per Minn. Stat. Sec. 16B.98, Subd. 5, **the Grantee must not begin work until this Grant Contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.**

Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration Date.

December 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2 Specifications, Duties, and Scope of Work

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

4.1 Compensation. The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed \$150,000.00 which shall be paid in accordance with the terms outlined in Exhibit B: Payment Schedule, which is attached and incorporated into this Grant Contract Agreement.

4.2 Administrative Costs.

Grantee administrative costs must be necessary and reasonable.

4.3 Travel Expenses.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Contract Agreement will be according to the breakdown of costs contained in Exhibit B. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

4.4 Invoices

Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to Exhibit B.

4.5 Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5 Conditions of Payment

All All services provided by the Grantee under this Grant Contract Agreement must be performed

the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Item 9.

6 Contracting and Bidding Requirements

The Grantee is required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#).

6.1 The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41](#) through [177.500](#), as applicable.

6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

6.3 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts

7 Authorized Representatives

7.1 The State's Authorized Representative is Shawn Herhusky, 4261 Hwy 53 S, Eveleth, Minnesota, 55734, 218-735-3067, shawn.herhusky@state.mn.us or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 The Grantee's Authorized Representative is Rob Mattei, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744, 218-326-7600, rmattei@ci.grand-rapids.mn.us or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.

7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8 Assignment, Amendments, Waiver, and Contract Complete

8.1 Assignment.

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

8.2 Amendments.

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

8.3 Waiver.

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

8.4 Contract Complete.

9 Subcontracting and Subcontract Payment

9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) \(1\)](#) and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.4 No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

9.5 The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).

9.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

11 State Audits

Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

12.1 Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minnesota Statutes § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual Property Rights.

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

13 Workers Compensation

The Grantee certifies that it is in compliance with [Minnesota Statutes § 176.181, Subd. 2](#), pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota

15 Termination

15.1 Termination by the State.

A. Without Cause.

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

B. With Cause.

The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.2 Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or if performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for Insufficient Funding.

Item 9.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16 Publicity and Endorsement

16.1 Publicity.

Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

16.2 Endorsement.

The Grantee must not claim that the State endorses its products or services.

17 Data Disclosure

Under [Minnesota Statutes § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Specifications, Duties, and Scope of Work

Exhibit B: Payment Schedule

Grant Contract Agreement Signatures

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY *With delegated authority*

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

Electronically Approved and Signed

Signed: Dave Kallio

Title: Accounting Director

Date: September 29, 2025

SWIFT Contract No. 3000011220

Electronically Approved and Signed

By: Ida Rukavina

Title: Commissioner

Date: October 7, 2025

2. GRANTEE

with delegated authority

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: Agency, Grantee and State's Authorized Representative

EXHIBIT A:

Specifications, Duties and Scope of Work

The Grantee, will use the Department of Iron Range Resources and Rehabilitation (State) monies provided to City of Grand Rapids to support research, ecosystem mapping, stakeholder engagement, and final report with recommendations of viable long-term funding strategies to support the GoMarti rural micro transit project in Grand Rapids.

The agency requires a 1:1 match per project. In-kind materials and/or labor ARE NOT eligible towards the project

Eligible expenses are outlined in the budget of the application and included in Exhibit B. Related expenses must be pre-approved by the agency's Authorized Representative.

In the event that the project scope is materially reduced or altered, the Grantee shall provide written notification to the State immediately. Such notification is required to facilitate the State's review and determination of any necessary adjustments to the approved grant budget and/or awarded funding amount.

Reporting Requirements

The grantee will submit a progress report to the Department of Iron Range Resources and Rehabilitation prior to the grant reaching 12 months, and annually thereafter until grant funds have been expended and all of the terms of the grant agreement have been met.

The grantee will submit a final report to the agency prior to final disbursement of grant funds.

The agency's authorized representative may conduct a site visit or call as a monitoring requirement for the project.

Acknowledgement

As a condition of receiving grant funding, grantee agrees to acknowledgment of the grant by displaying signage that is clearly visible to the public. Signage will be provided by Iron Range Resources and Rehabilitation, and may be in the form of a plaque, construction site board, window decal, or other signage.

EXHIBIT B:

Payment Schedule

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$150,000.00.

The Department of Iron Range Resources and Rehabilitation (State) will promptly pay the Grantee after the Grantee:

1. **Presents itemized invoices** for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

Budget Detail

Expense Description	Funding Source: IRRR	Funding Source: FHWA ATTAIN	Total Funding
Literature Review, Ecosystem Mapping, Stakeholder Engagement & Final Report	\$150,000.00	\$150,000.00	\$300,000.00



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2025

AGENDA ITEM: Consider termination of Katie LaTourelle, probationary employee with Grand Rapids Police Department.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Katie LaTourelle, a probationary employee with the Grand Rapids Police Department, was hired on July 7, 2025. Based on the recommendation from the Grand Rapids Police Department, we are requesting the termination of police officer Katie LaTourelle, a probationary employee, effective October 7, 2025.

Because the GRPD is losing the DWI grant, and the officer currently assigned to the DWI position will be reassigned back into regular rotation, we are not requesting to fill this position.

REQUESTED COUNCIL ACTION:

Make a motion to terminate police officer Katie LaTourelle, a probationary employee, effective October 7, 2025.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2025

AGENDA ITEM: Consider accepting a proposal from Rapids Plumbing & Heating to replace a nonfunctioning water heater at Yanmar Arena.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

A few months ago, we discovered that one of our in-line water heaters wasn't working. We've worked with a couple different contractors in an attempt to repair it, but being over 30 years old we've found it impossible to get the necessary parts. I am recommending that we accept the low quote of \$22,100.00 from Rapids Plumbing & Heating to perform the replacement. Another quote was obtained from Danielson Heating & Cooling for \$27,000.00. This expense will be covered by the Yanmar Arena Building Maintenance & Repair account.

REQUESTED COUNCIL ACTION:

Make a motion to accept a proposal from Rapids Plumbing & Heating to replace a nonfunctioning water heater at Yanmar Arena in the amount of \$22,100.00.

RAPIDS

Plumbing & Heating Inc.

Mechanical Contractors

Proposal Yanmar Arena Water Heater Replacement

Date: July 1, 2025

To: Dale Anderson

Rapids Plumbing and Heating proposes to supply all labor and material for the replacement of the existing nonfunctioning water heater in penthouse area, included in this price is as follows:

- **Removal and disposal of existing water heater.**
- **Provide and install new Lochinvar CWN0987PM water heater.**
- **All water and exhaust piping required.**
- **Crane Service.**
- **City permit and Inspection.**

Total: _____ \$22,100.00

Joel S. Zimmer

Danielson Heating and Cooling, LLC

20403 Aspen Drive

Grand Rapids, MN 55744

dhcllc@hotmail.com

Item 11.

Estimate

ADDRESS

IRA Civic Center

1401 NW 3rd Avenue

Grand Rapids, MN 55744

ESTIMATE # 1788

DATE 08/20/2025

EXPIRATION 09/20/2025

DATE

DATE	ACTIVITY	AMOUNT
08/20/2025	Sales Labor and Material for new Boiler For Upstairs water heater.	27,000.00

Danielson Heating and Cooling, LLC. will
Furnish and Install:

*CWN097PM Lochinvar 1,000,000 Boiler

*Piped to existing Primary Secondary loop.

*Electrical to be done by others and not on Bid.

SUBTOTAL

27,000.00

TAX

0.00

TOTAL

\$27,000.00

Accepted By

Accepted Date



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10/14/2025

AGENDA ITEM: Consider adopting a resolution accepting a \$250 donation from Members Cooperative Credit Union to the Grand Rapids Fire Department to purchase tools and safety equipment.

PREPARED BY: Travis Cole

BACKGROUND:

The Fire Department received a donation from Members Cooperative Credit Union in the amount of \$250 to the Grand Rapids Fire Department to purchase tools and safety equipment.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a \$250 donation from Members Cooperative Credit Union to the Grand Rapids Fire Department to purchase tools and safety equipment.

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

RESOLUTION NO. 25-

A RESOLUTION ACCEPTING A \$250 DONATION FROM MEMBERS COOPERATIVE CREDIT UNION TO THE GRAND RAPIDS FIRE DEPARTMENT TO PURCHASE TOOLS & SAFETY EQUIPMENT

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:

- MEMBERS COOPERATIVE CREDIT UNION have donated \$250 for use by the Grand Rapids Fire Department to purchase tools and safety equipment.

Adopted this 14th day of October 2025.

Tasha Connelly, 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.