



## **CITY COUNCIL MEETING AGENDA**

**Monday, October 23, 2023**

**5:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, October 23, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PROCLAMATIONS/PRESENTATIONS:**

1. National Hunger and Homelessness Awareness Month

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

2. Approve Council minutes for October 9, 2023 Worksession and Regular meetings and acknowledge Closed meeting summary.

**VERIFIED CLAIMS:**

3. Approve the verified claims for the period October 3, 2023 to October 16, 2023 in the total amount of \$1,902,271.55.

**ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:**

4. August 2, 2023 Civic Center Board meeting  
September 7, 2023 Planning Commission meeting  
September 13, 2023 Library Board meeting  
September 14, 2023 GREDA meeting  
September 19, 2023 Golf Board meeting  
September 26, 2023 Arts & Culture meeting

**CONSENT AGENDA:**

5. Consider approving a donation agreement with Grand Itasca Clinic & Hospital
6. Consider accepting the resignation of Jillian Buck from the Police Community Advisory Board and authorize filling the vacancy.

- [7.](#) Consider approving final payment for AP 2023-4, Airport Utility Extension project in the amount of \$7,831.38 and Balancing Change Order 1.
- [8.](#) Consider authorizing staff to advertise with K-Bid the sale of miscellaneous office furniture and no longer used firefighting equipment from the Fire Department.
- [9.](#) Consider selling an old Flamefighter hose tester and old positive pressure fan to the City of Finlayson Fire department for \$1,000 and donate old positive pressure fan and LED light bar to the Hill City Fire Department.
- [10.](#) Consider approving a contract with Paul Shaffer for legal criminal prosecution services.
- [11.](#) Consider adopting a resolution authorizing the City to make application to the MN Dept. of IRRR Commercial Redevelopment Grant program for the 316 N. Pokegama Ave. Redevelopment Project.
- [12.](#) Consider adoption of a resolution accepting a \$200,000 MN Dept. of IRRR Development Partnerships grant for the Workforce Housing Pre-Development Project.
- [13.](#) Consider accepting highest bids for bobcat attachments and generator.
- [14.](#) Consider approving changer order related to Civic Center project.
- [15.](#) Consider accepting proposal from Gartner Temperature controls for Civic Center Remote Thermostats.

SET REGULAR AGENDA:

CIVIC CENTER & PARKS:

- [16.](#) Consider assisting Kootasca with a fully accessible playground with in-kind services and \$5,000 from the City's Park Land Dedication account.

COMMUNITY DEVELOPMENT:

- [17.](#) Consider adoption of a resolution approving a Development Assistance Agreement with SE 7<sup>th</sup> Avenue Distribution LLC and providing the form, terms, covenants, and directions for the issuance of a Tax Increment Revenue Not in connection therewith.

FINANCE:

- [18.](#) Consider adopting a resolution awarding the sale of the \$2,250,000 General Obligation Street Reconstruction Bonds, Series 2023A.
- [19.](#) Consider adopting a resolution awarding the sale of the \$4,755,000 General Obligation Utility Revenue Bonds, Series 2023B (Public Utilities Commission).

POLICE:

- [20.](#) Consider adopting a resolution accepting the donations for 2023 National Night Out / Community BBQ supporters of SuperOne, Pinched Catering, Walmart, Pepsi, and Sandstroms.

CITY COUNCIL:

[21.](#) Consider appointing applicants to Board & Commission vacancies

ADJOURNMENT:

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

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

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

ATTEST: Kimberly Gibeau, City Clerk

# Proclamation

Item 1.

## ***NATIONAL HUNGER AND HOMELESSNESS AWARENESS MONTH***

WHEREAS, the National Coalition for the Homeless is the sponsor of and have set November 2023 as National Hunger and Homelessness Month and November 13 – 21, 2023, as National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Itasca County for low-income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, the intent of Hunger and Homelessness Awareness month is consistent with local organizations who are committed to sheltering, providing supportive services as well as meals, basic needs and supplies to the homeless including; Kootasca Community Action, AEOA, Grace House, Northland Counseling Center, Salvation Army, Itasca County Veterans Services, Leech Lake Band of Ojibwe, Itasca County Health and Human Services, First Call for Help, Advocates for Family Peace and other Itasca Housing Resource Team members; and

WHEREAS, the Grand Rapids City Council recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in the City of Grand Rapids; and

WHEREAS, people experiencing unsheltered homelessness (those sleeping outside or in places not meant for human habitation) may be at risk for poor health conditions. Lack of housing contributes to poor physical and mental health outcomes, and connections to permanent housing for people experiencing homelessness should continue to be a priority.

NOW THEREFORE, I, Dale Christy, Mayor of the City of Grand Rapids, hereby proclaim the month of November 2023 as Grand Rapids Hunger and Homelessness Awareness Month and November 13 – 21, 2023 as Grand Rapids Hunger and Homelessness Awareness Week.

BE IT FURTHER RESOLVED that the City of Grand Rapids City Council encourages all citizens to recognize that many people do not have housing and need support from citizens, and private/public non-profit service entities.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 23<sup>rd</sup> day of October, Two thousand twenty-three.

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Dale Christy, Mayor  
City of Grand Rapids





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

**CITY COUNCIL WORKSESSION MINUTES**  
**Monday, October 09, 2023**  
**4:30 PM**

In the absence of Mayor Christy and Mayor Pro-tem Adams, the remaining Councilmembers are in agreement for Councilor Connelly to Chair the meetings.

Councilor Connelly called the meeting to order at 4:30 PM.

PRESENT: Councilor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland.

ABSENT: Mayor Dale Christy, Councilor Dale Adams

STAFF: Barb Baird, Will Richter, Chad Sterle

DEPARTMENT HEAD REPORT:

1. Grand Rapids Area Library - Will Richter

Will Richter, Director of Library Services, provides annual report on library activities including: story time, summer celebration, McCarty Park, public art collaboration with Arts & Culture Commission, Riverfest, challenges with staffing affecting service levels, funding and building maintenance.

REVIEW OF REGULAR AGENDA:

Upon review, reading of Indigenous People's Day resolution was added to the presentations. No other additions or changes were noted.

There being no further business, the meeting adjourned at 4:46 PM.

Respectfully submitted:

*Kimberly Gibeau*  
 Kimberly Gibeau, City Clerk



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## **CITY COUNCIL MEETING MINUTES**

**Monday, October 09, 2023**

**5:00 PM**

Councilor Connelly called the meeting to order at 5:00 PM.

### **CALL OF ROLL:**

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

**STAFF:** Barb Baird, Chad Sterle, Glen Hodgson, Jeremy Nelson, Will Richter, Chery Pierzina, Kevin Ott, Justin Edmundson, K9 Murphy, Matt O'Rourke, Sean Smallen, Andy Mrogan, Dale Anderson, Rob Mattei

### **PROCLAMATIONS/PRESENTATIONS:**

Reading of Indigenous People's Day Resolution.

#### **1. Officer Sean Smallen Oath of Office**

Councilor Tasha Connelly conducted swearing in of Police Officer Sean Smallen.

### **PUBLIC FORUM:**

No one from the public wished to speak.

### **COUNCIL REPORTS:**

Councilor MacGregor attended Indigenous People's Day event and noted the speakers were very good and events were well done.

### **APPROVAL OF MINUTES:**

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

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

### **VERIFIED CLAIMS:**

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

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

#### ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Acknowledged the following:

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

#### CONSENT AGENDA:

5. Consider updating the State Plan of Operations agreement and addendum between the State of Minnesota and the Grand Rapids Police Department
6. Consider adopting a resolution approving 2023 budget amendments for the Civic Center salary adjustments.

#### **Adopted Resolution 23-71**

7. Consider accepting resignation of Mark Gothard from the Planning Commission and authorize filling the vacancy.
8. Consider the renewal of the Group Vision Care Plan through Avesis.
9. Consider approving temporary liquor license for Itasca Curling Association
10. Consider adopting a resolution establishing the official polling places for Grand Rapids Precincts One, Two, Three and Four

#### **Adopted Resolution 23-72**

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

#### **Adopted Resolution 23-73**

12. Consider approving a donation agreement with Grand Itasca Clinic & Hospital
13. Consider the adoption of a resolution issuing an order to raze or remove structures upon property located at 3321 River Road, Grand Rapids, MN

**Adopted Resolution 23-74**

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

**Adopted Resolution 23-75**

15. Consider entering into a service agreement with ESC to monitor the new fire alarm panel at the IRA Civic Center.
16. Consider awarding contracts to Casper Construction for the Fairgrounds Pond and TNT Construction for the Eagles Pond revitalization.
17. Consider approving change orders for Civic Center Project.
18. Consider accepting a quote from Gartner Controls for Civic Center door access.
19. Make a motion to authorize Grand Rapids Police Department to apply for and accept \$723.50 from the 2023 Patrick Leahy Bulletproof vest Program and to adopt a resolution accepting the same.

**Adopted Resolution 23-76**

20. Consider approval of subordination agreements in favor of National Bank of Commerce, Hibbing Branch.
21. Consider hiring Civic Center Maintenance employee.

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

**SET REGULAR AGENDA:**

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

**CIVIC CENTER & PARKS:**

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

Motion made by Councilor MacGregor, Second by Councilor Sutherland **adopted Resolution 23-77**, accepting a donation from Thunder Fastpitch. Voting Yea: Councilor Connelly,

Councilor MacGregor, Councilor Sutherland

23. Consider approving an Arena Host Letter of Understanding with Minnesota Hockey to host the State AA Bantam Tournament in March 15 – 17, 2024.

Motion made by Councilor Sutherland, Second by Councilor MacGregor to approve the Arena Host Letter of Understanding. Voting Yea: Councilor Connelly, Councilor MacGregor, Councilor Sutherland

24. Consider entering into an Interim Naming Rights Agreement with Yanmar Compact Equipment North America (CENA), effective Nov. 1, 2023.

Motion made by Councilor MacGregor, Second by Councilor Sutherland approve the Interim Naming Rights Agreement with Yanmar for naming rights of the IRC Civic Center. Voting Yea: Councilor Connelly, Councilor MacGregor, Councilor Sutherland

**POLICE:**

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

Motion made by Councilor Sutherland, Second by Councilor MacGregor to **adopt Resolution 23-78**, to accept a donation of K9 ballistic vest for K9 Murphy. Voting Yea: Councilor Connelly, Councilor MacGregor, Councilor Sutherland

**ADJOURNMENT:**

Motion made by Councilor Sutherland, Second by Councilor MacGregor to adjourn the meeting at 5:27 PM. Voting Yea: Councilor Connelly, Councilor MacGregor, Councilor Sutherland

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



CITY OF  
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## **CITY COUNCIL CLOSED MEETING SUMMARY**

**Monday, October 09, 2023**

**5:30 PM**

Councilor Connelly called the meeting to order at 5:38 PM.

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

STAFF: Barb Baird, Chad Sterle, Andy Morgan, Kimberly Gibeau

### **BUSINESS:**

Councilor Connelly stated the purpose of the meeting and called for a motion to close the meeting.

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

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

Council conducted discussion relative to labor negotiations. Upon conclusion, the proposed contract for criminal prosecution services will be forwarded to Council for consideration on October 23, 2023. Further negotiations will continue at a future meeting.

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

There being no further business, the meeting adjourned at 6:24 PM.

Respectfully submitted:

*Kimberly Gibeau*  
 Kimberly Gibeau, City Clerk

DATE: 10/19/2023  
 TIME: 11:33:34  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/23/2023

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
1309167	MN BUREAU OF CRIMINAL	780.00
1600201	PDQ/SMARTDEPLOY	2,004.00
TOTAL		2,784.00
CITY WIDE		
0715808	GOVCONNECTION INC	2,023.20
1309161	MINNESOTA COMMERCE DEPARTMENT	65.00
1309495	MINUTEMAN PRESS	353.63
1500600	OPG-3 INC	15,450.00
1915248	SHI INTERNATIONAL CORP	3,629.41
TOTAL CITY WIDE		21,521.24
SPECIAL PROJECTS-NON BUDGETED		
0508450	EHLERS AND ASSOCIATES INC	10,215.00
1105530	KENNEDY & GRAVEN, CHARTERED	7,598.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		17,813.00
ADMINISTRATION		
1301020	MADDEN GALANTER HANSEN, LLP	80.00
TOTAL ADMINISTRATION		80.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	60.82
0301685	CARQUEST AUTO PARTS	3.95
0701650	GARTNER REFRIGERATION CO	737.73
TOTAL BUILDING SAFETY DIVISION		802.50
COMMUNITY DEVELOPMENT		
0914540	INNOVATIVE OFFICE SOLUTIONS LL	482.00
1309495	MINUTEMAN PRESS	72.75
1915248	SHI INTERNATIONAL CORP	2,207.00
TOTAL COMMUNITY DEVELOPMENT		2,761.75
FINANCE		

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/23/2023

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FINANCE		
1721360	QUILL CORPORATION	101.97
TOTAL FINANCE		101.97
FIRE		
0112220	ALERT ALL CORPORATION	2,908.00
0118100	ARAMARK UNIFORM SERVICES	31.68
0401804	DAVIS OIL INC	85.83
0601346	FAIRVIEW HEALTH SERVICES	525.00
1200500	L&M SUPPLY	493.62
1901535	SANDSTROM'S INC	130.35
TOTAL FIRE		4,174.48
INFORMATION TECHNOLOGY		
0309805	CIVICPLUS, LLC	6,325.00
TOTAL INFORMATION TECHNOLOGY		6,325.00
PUBLIC WORKS		
0103325	ACHESON TIRE INC	110.00
0121721	AUTO VALUE - GRAND RAPIDS	138.99
0221650	BURGGRAF'S ACE HARDWARE	246.59
0301685	CARQUEST AUTO PARTS	32.05
0315455	COLE HARDWARE INC	331.06
0401420	DAKOTA FLUID POWER, INC	160.23
0401425	DAKOTA SUPPLY GROUP	99.00
0401804	DAVIS OIL INC	1,771.93
0421125	JOHN P DUBOVICH	396.00
0501650	EARL F ANDERSEN	100.95
0601690	FASTENAL COMPANY	695.03
0815730	HOTSY MINNESOTA	402.90
1105444	KELLER FENCE COMPANY	14,439.00
1201730	LATVALA LUMBER COMPANY INC.	262.72
1301015	MACQUEEN EQUIPMENT INC	1,818.59
1301213	MARTIN'S SNOWPLOW & EQUIP	228.03
1911545	SKOGLUND ELECTRIC LLC	3,953.25
2209421	VIKING ELECTRIC SUPPLY INC	28.78
TOTAL PUBLIC WORKS		25,215.10
FLEET MAINTENANCE		



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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/23/2023

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	8.99
1009508	JIM'S HYDRAULIC JACK SVC LLC	94.00
1901264	SAFETY KLEEN SYSTEMS INC	298.10
TOTAL FLEET MAINTENANCE		401.09
POLICE		
0301685	CARQUEST AUTO PARTS	54.80
0512350	ELITE K-9, INC	13.00
1309167	MN BUREAU OF CRIMINAL	780.00
1920233	STREICHER'S INC	2,506.56
2018225	TREASURE BAY PRINTING	356.00
TOTAL POLICE		3,710.36
RECREATION		
0112450	ALL FLAGS, LLC	54.77
0221650	BURGGRAF'S ACE HARDWARE	239.12
TOTAL RECREATION		293.89
CENTRAL SCHOOL		
0221650	BURGGRAF'S ACE HARDWARE	79.95
0701650	GARTNER REFRIGERATION CO	520.57
TOTAL		600.52
AIRPORT		
0301685	CARQUEST AUTO PARTS	3.95
0315455	COLE HARDWARE INC	26.36
TOTAL		30.31
CIVIC CENTER		
GENERAL ADMINISTRATION		
0205153	BECKER ARENA PRODUCTS INC	1,799.51
0221650	BURGGRAF'S ACE HARDWARE	9.99
1421155	NUCH'S IN THE CORNER	40.00
1801613	RAPIDS PRINTING	405.00

DATE: 10/19/2023  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/23/2023

VENDOR #	NAME	AMOUNT DUE
-----		
CIVIC CENTER		
GENERAL ADMINISTRATION		
TOTAL GENERAL ADMINISTRATION		2,254.50
CEMETERY		
0914540	INNOVATIVE OFFICE SOLUTIONS LL	133.73
1200500	L&M SUPPLY	741.41
TOTAL		875.14
GENERAL CAPITAL IMPRV PROJECTS		
2022-1 HIGHWAY 2 LIGHTING		
1405530	NEO ELECTRICAL SOLUTIONS LLC	79.80
TOTAL 2022-1 HIGHWAY 2 LIGHTING		79.80
GR/COHASSET IND PK INFRAST		
2000522	TNT CONSTRUCTION GROUP, LLC	279,887.39
TOTAL		279,887.39
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
0421480	DTM FLEET SERVICE LLC	10,084.34
TOTAL CAPITAL OUTLAY-FIRE DEPT		10,084.34
CAPITAL OUTLAY-POLICE		
2309725	WITMER PUBLIC SAFETY GROUP INC	315.99
TOTAL CAPITAL OUTLAY-POLICE		315.99
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-1 N BLDG TAXILANE REHB		
1900225	SEH	28,400.00
TOTAL AP 2023-1 N BLDG TAXILANE REHB		28,400.00

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 TIME: 11:33:35  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/23/2023

VENDOR #	NAME	AMOUNT DUE
-----		
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-4	HANGAR UTILITIES	
2000522	TNT CONSTRUCTION GROUP, LLC	7,831.38
TOTAL AP 2023-4 HANGAR UTILITIES		7,831.38
2021	INFRASTRUCTURE BONDS	
2023-5	LIBRARY FACADE RPR PJT	
0514145	ENCOMPASS, INC	6,505.21
TOTAL 2023-5 LIBRARY FACADE RPR PJT		6,505.21
CIVIC CENTER CAPITAL IMP PJT		
IRA	CIVIC CENTER RENOVATION	
0205153	BECKER ARENA PRODUCTS INC	118,905.81
0315495	COMMERCIAL REFRIGERATION	379,389.15
0421228	DUET RESOURCE GROUP, INC	47,808.90
0801670	HART ELECTRIC	34,272.82
0900054	ICS CONSULTING LLC	71,033.67
1801610	RAPIDS PLUMBING & HEATING INC	38,589.81
2000522	TNT CONSTRUCTION GROUP, LLC	168,834.72
2008225	THELEN HEATING & ROOFING INC	36,075.30
TOTAL IRA CIVIC CENTER RENOVATION		894,910.18
2023	INFRASTRUCTURE BONDS	
CP2015-1	SYLVAN BAY OVR/UTIL	
2000522	TNT CONSTRUCTION GROUP, LLC	3,016.89
TOTAL CP2015-1 SYLVAN BAY OVR/UTIL		3,016.89
STORM WATER UTILITY		
0113219	AMERICAN ENGINEERING TESTING	5,021.50
0212554	BLOOMERS GARDEN & LANDSCAPING	6,859.98
0401425	DAKOTA SUPPLY GROUP	762.95
0401804	DAVIS OIL INC	88.93
0801836	HAWKINSON SAND & GRAVEL	1,332.57
TOTAL		14,065.93
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$1,334,841.96
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		

DATE: 10/19/2023  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/23/2023

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,338.87
0104095	DALE ADAMS	77.29
0113105	AMAZON CAPITAL SERVICES	81.91
0201750	EVERETT BAUMGARNER	150.00
0305530	CENTURYLINK QC	259.00
0514730	ENTERPRISE FM TRUST	8,681.09
0609270	FIELD TRAINING SOLUTIONS	295.00
0718015	GRAND RAPIDS CITY PAYROLL	294,969.73
0718070	GRAND RAPIDS STATE BANK	883.62
0900060	ICTV	8,964.15
0920055	ITASCA COUNTY RECORDER	46.00
1205105	GREG LEASE	438.89
1215250	LOFFLER COMPANIES INC	447.80
1301145	MARCO TECHNOLOGIES, LLC	84.80
1301146	MARCO TECHNOLOGIES, LLC	192.86
1305065	MEDTOX LABORATORIES INC	26.38
1309098	MINNESOTA MN IT SERVICES	460.71
1309199	MINNESOTA ENERGY RESOURCES	573.01
1309266	MN DEPT OF LABOR & INDUSTRY	100.00
1309274	MN MUNICIPAL UTILITIES ASSOC	595.00
1309332	MN STATE RETIREMENT SYSTEM	2,184.00
1309375	MINNESOTA UNEMPLOYMENT COMP FD	4,562.33
1516220	OPERATING ENGINEERS LOCAL #49	124,374.00
1601750	PAUL BUNYAN COMMUNICATIONS	1,055.85
1621130	P.U.C.	20,387.08
1721095	QUADIENT, INC	1,000.00
1815225	JEFF DAVID ROERICK	489.27
2009800	THE TITLE TEAM	15,000.00
2100265	U.S. BANK	1,100.00
2209665	VISA	11,476.95
2209705	VISIT GRAND RAPIDS INC	61,332.20
T000914	BARR ENGINEERING COMPANY	2,000.00
T001491	DAVIN TINUQUIST	51.80
T2001455	ARVIG ENTERPRISES INC	750.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$567,429.59

TOTAL ALL DEPARTMENT \$1,902,271.55



CITY OF  
**GRAND RAPIDS**  
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**CIVIC CENTER ADVISORY BOARD**  
**MINUTES**  
**Wednesday, August 02, 2023**  
**6:00 PM**

**CALL TO ORDER:**

The meeting was called to order by the Civic Center Advisory Board Chair, Jeremy Carlson at 6:05pm.

**ROLL CALL:**

**PRESENT:** Council Representative Tom Sutherland, Star of the North Representative Shannon Wourms, At Large Jeremy Carlson and ISD 318 Mark Schroeder.

**ABSENT:** GRAHA Representative Andrew Haarklau

**CITY STAFF PRESENT:** Dale Anderson, Park & Recreation and Civic Center Director.

**PUBLIC FORUM:** (if anyone wishes to address the Board):

No one from the Public was present.

**SETTING THE AGENDA:** This is the time for a Board Member to request an addition or removal of an item to the agenda.

There were no changes to the agenda.

**CORRESPONDENCE:**

There was no correspondence.

**APPROVE MINUTES:**

1. Approve June 7th, 2023, Minutes

**Motion made by Council Representative Sutherland, Seconded by At Large Carlson to approve the June 7, 2023 Minutes. Voting Yea: Council Representative Sutherland, Star of the North Representative Wourms, At Large Carlson and ISD 318 Schroeder.**

**BUSINESS:**

2. Discuss Meeting Room Rates and Policies

Discussion was led by Director Dale Anderson regarding what different venues charge for meeting room rates. The Board compared different facility rates within the area in order to

determine pricing for the Civic Center Room Rates. There would also need to be policies and agreements in place for Events, Community Groups, the School District, Non-Profits and Private rentals. Dale Anderson will work up some figures and they may need to be revisited after the first of the year.

3. Review Budget

The Lower Lobby facelift will be under way and will continue on into October.

4. Construction Schedule

The pour for the arena should be done September 7 or 8. It will cure by October 2nd so overhead work can continue. The board install should be around November 16th. The compressor has come in for the Eats Venue and the rubbering started today. It will be two weeks until it's fully covered. The motor control center should be here by September 12th. The West boards will not be installed until October 16th.

5. Revenue/Advertising/Naming Lists

Dale Anderson will talk to Tom to get a little piece out for the Naming Rights. Ray's and Meds1 are among the advertisers on the scoreboard.

6. Other

The Board toured the Arena.

UPDATES:

None.

SET AGENDA FOR NEXT MEETING:

2. Discuss Meeting Room Rates and Policies
3. Review Budget
4. Construction Schedule
5. Revenue/Advertising/Naming lists
6. Discuss Grand Opening

ADJOURN:

**Motion made by At Large Carlson, Seconded by Star of the North Representative Wourms to adjourn. Voting Yea: Council Representative Sutherland, Star of the North Representative Wourms, At Large Carlson and ISD 318 Schroeder.**

ATTEST:

Respectfully submitted by Cynthia Lyman.



CITY OF  
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## **PLANNING COMMISSION MEETING MINUTES**

**Thursday, September 07, 2023**

**4:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids Planning Commission will be held on Thursday, September 7, 2023 at 4:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### **CALL OF ROLL:**

#### **PRESENT**

Commissioner Patrick Goggin  
 Commissioner Ted Hubbes  
 Commissioner Bill Schnell  
 Commissioner Rick Blake

#### **ABSENT**

Commissioner Betsy Johnson  
 Commissioner Mark Gothard  
 Commissioner Paul Bignall

### **APPROVAL OF MINUTES:**

1. Approve minutes for July 6, 2023.

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

### **PUBLIC HEARINGS:**

2. Conduct a Public Hearing to consider a variance petition submitted by Ryan Companies.

Community Development Director Mattei provided background information on the requested variance.

Motion by Commissioner Schnell, second by Commissioner Hubbes to open the public hearing. The following voted in favor thereof: Hubbes, Goggin, Schnell, Blake. Opposed: None, motion passed unanimously.

Jared Olson from Ryan Companies stated L&M is very excited to start this project.

Sharon Melbo, 2732 SE 7th Avenue called Mr. Mattei and expressed concerns regarding the overall development of the property not specifically related to the variance request.

Motion by Commissioner Hubbes, second by Commissioner Schnell to close the public hearing. The following voted in favor thereof: Blake, Schnell, Goggin, Hubbes. Opposed: None, motion passed unanimously.

The Commissioners reviewed the considerations:

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

This is an area variance.

2. Does the proposal put property to use in a reasonable manner?

Why/Why not- Yes, this is an industrial area and the property is zoned for an industrial use.

3. Is the owner's plight due to circumstances which are unique to the property and which are not self-created by the owner?

Why/Why not-No, this is not created by the owner.

4. Is the variance in harmony with the purposes and intent of the ordinance?

Why/Why not-Yes, it is zoned industrial and fits with the nature of the area.

5. Will the variance, if granted, alter the essential character of the locality?

Why/Why not-No, it will improve the area and building up will allow for a smaller footprint and allow for more greenspace. It is already zoned industrial so it won't change the character either.

6. Is the variance consistent with the comprehensive plan?

Why/Why not-Yes, it creates jobs and provides for industrial expansion and retention.

Motion by Commissioner Blake, second by Commissioner Schnell that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby grant the following variances to Ryan Companies and the Grand Rapids EDA for the property legally described within the presentation.

- to allow a one-time waiver of the requirements of Section 30-512 Table 2A of the Municipal Code, which lists District Development Regulations for Principal Structures, specifically where the Code establishes the maximum building height of 40 feet within Industrial Park (I-1) zoning districts. This variance permits the construction of a distribution center that exceeds the maximum by 8 feet, as depicted in the application.

The following voted in favor thereof: Hubbes, Schnell, Goggin, Blake. Opposed: None, motion passed unanimously.

3. Conduct a Public Hearing to consider a variance petition submitted by Jason Janesich

Community Development Director Mattei provided a power point presentation on the requested variance.



Motion by Commissioner Blake, second by Commissioner Schnell to open the public hearing. The following voted in favor thereof: Hubbes, Schnell, Goggin, Blake. Opposed: None, motion passed unanimously.

There was no public comment.

Motion by Commissioner Hubbes, second by Commissioner Schnell to close the public hearing. The following voted in favor thereof: Blake, Goggin, Schnell, Hubbes. Opposed: None, motion passed unanimously.

The Commissioners reviewed the considerations for the record.

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

This is an area variance.

2. Does the proposal put property to use in a reasonable manner?

Why/Why not- Yes, given the terrain is the reasonable.

3. Is the owner’s plight due to circumstances which are unique to the property and which are not self-created by the owner?

Why/Why not-Yes, the terrain is very difficult.

4. Is the variance in harmony with the purposes and intent of the ordinance?

Why/Why not-Yes, it is still in harmony with the ordinance.

5. Will the variance, if granted, alter the essential character of the locality?

Why/Why not-No, it will have minimal impact.

6. Is the variance consistent with the comprehensive plan?

Why/Why not- Yes, it will improve livability and usability.

Motion by Commissioner Hubbes, second by Commissioner Schnell that, based on the findings of fact presented here today, and in the public’s best interest, the Planning Commission does hereby grant the following variance to Jason Janesich for the property legally described within the presentation.

- to allow a one-time waiver of the requirements of Section 30-512 Table 17C-2 of the Municipal Code, which lists Minimum Setbacks and Maximum Lot Coverage Standards in Shoreland Districts, specifically where the Code establishes the minimum rear yard setback of 30 feet for parcels in Shoreland Rural Residential Zoning Districts to permit the construction of a detached garage that encroaches into the minimum rear yard setback by 10 feet, as depicted in the application.

The following voted in favor thereof: Hubbes, Schnell, Goggin, Blake. Opposed: None, motion passed unanimously.

#### PUBLIC INPUT:

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

REPORTS/ANNOUNCEMENTS/UPDATES:

The City has hired Dan Swenson as the new Assistant Community Development Director. He will start the end of September.

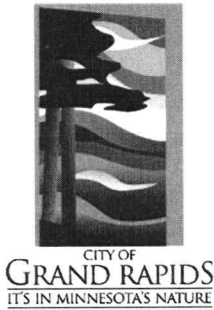
ADJOURNMENT:

There being no further business the meeting adjourned at 4:32 P.M.

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 5, 2023 AT H:MM PM.

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

ATTEST: Kimberly Gibeau, City Clerk



## GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, September 13, 2023

5:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Area Library Board will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Wednesday, September 13th, 2023 at 5:00 PM.

### CALL TO ORDER:

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

### CALL OF ROLL:

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

Absent: Blocker

### APPROVAL OF AGENDA:

Motion to approve agenda as presented

Mover: Richards

Second: Kee

Result: Approved 8-0

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

None

### APPROVAL OF MINUTES:

1. Consider approval of Library Board Meeting Minutes from 08-09-2023.

Motion to approve Library Board Meeting Minutes from 08-09-2023

Mover: Kee

Second: Teigland

### COMMUNICATIONS:

None

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

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

Motion to approve financial reports and payment of Bill List as presented

Mover: Richards

Seconder: Dobbs

Result: Passed 8-0 (roll-call vote)

## CONSENT AGENDA (Roll Call Vote Required):

3. Consider accepting donations as listed on Donation Resolution 2023-10.

Motion to approve consent agenda

Mover: Teigland

Seconder: Kee

Result: Passed 8-0 (roll-call vote)

## REGULAR AGENDA:

4. Review Certification of Minimum Local Support Requirement(s) for 2024  
Informational
5. Library Board membership  
Informational
6. Review Preliminary 2024 Budget  
Informational

## UPDATES:

Friends

By Teigland: update on the Mystery Monday pop-up book sales

Foundation

By Barr: next meeting is 09-21-2023, 5 PM at CPC. A big thank you for supporting RiverFest!

## STAFF REPORTS:

7. Review Library Reports and Statistics

Informational

## ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 11th, 2023, AT 5:00 PM.

ATTEST: Will Richter, Director of Library Services

DATE: 09/06/2023  
 TIME: 15:33:02  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/13/2023

VENDOR #	NAME	AMOUNT DUE
-----		
PUBLIC LIBRARY		
0118100	ARAMARK UNIFORM SERVICES	199.46
0118660	ARROWHEAD LIBRARY SYSTEM	21.70
0201428	BAKER & TAYLOR LLC	4,573.03
0212124	BLACKSTONE PUBLISHING	141.00
0221650	BURGGRAF'S ACE HARDWARE	89.01
0305485	CENGAGE LEARNING INC	421.60
0405500	DEMCO INC	151.15
0701650	GARTNER REFRIGERATION CO	4,213.11
0718010	CITY OF GRAND RAPIDS	3,400.00
0914325	INGRAM ENTERTAINMENT INC.	116.29
0914540	INNOVATIVE OFFICE SOLUTIONS LL	348.07
1015325	JOHNSON CONTROLS FIRE	825.57
1115500	NORTHERN LIGHTS ICE LLC	2,124.00
1605527	THE PENWORTHY COMPANY LLC	262.77
1809158	WILLIAM RICHTER	5,000.47
1901535	SANDSTROM'S INC	133.54
1915248	SHI INTERNATIONAL CORP	1,511.00
1920555	STOKES PRINTING & OFFICE	509.70

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$24,041.47

CHECKS ISSUED-PRIOR APPROVAL  
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.32
0113105	AMAZON CAPITAL SERVICES	1,513.10
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	42,750.67
1209520	EMILY LINDNER	150.00
1301146	MARCO TECHNOLOGIES, LLC	192.73
1305725	METROPOLITAN LIFE INSURANCE CO	76.14
1309199	MINNESOTA ENERGY RESOURCES	59.77
1309335	MINNESOTA REVENUE	48.46
1516220	OPERATING ENGINEERS LOCAL #49	9,612.00
1601750	PAUL BUNYAN COMMUNICATIONS	319.94
1621130	P.U.C.	6,029.13
2209665	VISA	510.55
2301700	WM CORPORATE SERVICES, INC	141.62

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$61,465.33

TOTAL ALL DEPARTMENTS \$85,506.80

RESOLUTION NO. 2023-10  
A RESOLUTION ACCEPTING DONATIONS

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

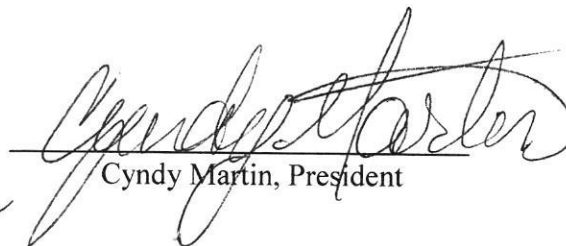

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members,

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

**Library Foundation - \$3,794.01 for:**

**Kona Ice – Summer Celebration \$2,124.00**  
**Non-fiction collection enhancement \$500.65**  
**Children's Program Supplies \$1,169.36**

Adopted this 13th day of September 2023

  
Cyndy Martin, President  
Deb Kee, Secretary



# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

**Thursday, September 14, 2023  
4:00 PM**

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, September 14, 2023 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

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

ABSENT

Commissioner Mike Korte  
Commissioner Tom Sutherland  
Commissioner Bill Martinetto

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

APPROVE MINUTES

1. Consider approval of minutes from the August 24th, 2023 regular meeting.

Motion by Commissioner Connelly, second by Commissioner Hodnik to approve the August 24, 2023 regular minutes. The following voted in favor thereof: Hodnik, Bruns, Connelly, Blake. Opposed: None, motion passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$175,169.51.

Motion by Commissioner Hodnik, second by Commissioner Bruns to approve claims in the amount of \$175,169.51. The following voted in favor thereof: Blake, Connelly, Bruns, Hodnik. Opposed: None, motion passed unanimously.

BUSINESS



3. Consider adopting a resolution supporting the modification of the development program for Municipal Development District No. 1; the creation of Tax Increment Financing District No. 1-14 L&M Supply within Municipal Development District No. 1; and Tax Increment Financing Plan therefor

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

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

Motion by Commissioner Hodnik, second by Commissioner Sutherland to adopt a resolution supporting the modification of the development program for Municipal Development District No. 1; the creation of Tax Increment Financing District No. 1-14 L&M Supply within Municipal Development District No.1; and Tax Increment Financing Plan therefor. The following voted in favor thereof: Hodnik, Bruns, Connelly, Blake, Sutherland. Opposed: None, motion passed unanimously.

## UPDATES

Pluemers Building- The developer will be meeting with IRRRB staff to review the project.

Oppidan- They would like to apply for an IRRRB grant to help with pre-development expenses.

Downtown Plan Implementation- Community Development Director Mattei has applied for a grant to help fund the implementation.

## ADJOURN

There being no further business the meeting adjourned at 4:25 p.m.

## MEMBERS & TERMS

Tom Sutherland - 12/31/2023 Council Representative

Tasha Connelly - 12/31/2023 Council Representative

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27



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

**Tuesday, September 19, 2023  
7:30 AM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday September 19, 2023 , at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Rick McDonald called the meeting to order at 7:30AM.

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

**PUBLIC INPUT:** None

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

**APPROVE MINUTES:**

1. Approve Golf Board Minutes for August 15, 2023 Golf Board Meeting. John Bauer made a motion to approve the Minutes. Tom Lagergren Second. Motion Carried

**CLAIMS AND FINANCIAL STATEMENTS:**

2. A review of the financials took place. John Ryan made a motion to approve the claims in the amount of \$106,166.19 Second by John Bauer. Motion Carried  
Bob Cahill discussed the Statement of Income and Expenses. We are now \$112,000 ahead of 2022 YTD Revenue and \$63,000 ahead YTD in our Net Income.

**VISITORS:** No visitors

**REPORTS:** Superintendent Steve Ross reported. The aeration process of tees and some fairways has begun. It was determined that some of this aeration will happen earlier in the season next year. The course has been in excellent condition all season. Steve indicated his need for a new Utility vehicle to be considered as a 2024 budget item. Steve said the water level of the ponds on hole number two was lower than most years but that they can and will add water in future years to maintain a more normal level.

Director of Golf Bob Cahill reported that we should continue to contract for cart storage this offseason as we will need the space in the future regardless of whether our fleet of carts is sold this fall or not.

**BUSINESS:**

3. Discuss the Director of Golf position interviews.  
Bob Cahill presented a list of questions to be considered for interviews. Rick McDonald added to the list of questions. The list (attached) will be given to Tom Pagel and the hiring committee.

CORRESPONDENCE AND OPEN DISCUSSION: None

ADJOURN: Motion made by John Bauer Second by Tom Lagergren Motion Carried.

Minutes respectfully submitted by Bob Cahill



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## **ARTS & CULTURE COMMISSION SPECIAL MEETING MINUTES**

**Tuesday, September 26, 2023  
 3:45 PM**

### **CALL TO ORDER:**

The Special Meeting of the Arts & Culture Commission was called to order at 3:57pm.

### **ROLL CALL:**

**PRESENT:** Commissioner Jennifer Gorman, Commissioner Kari Hedlund,, Commissioner Myrna Peterson, Commissioner Aaron Squadroni, Commissioner Amanda Lamppa, Commissioner Derek Fox

**CITY STAFF:** City Engineer/PW Director Matt Wegwerth

**ABSENT:** Commissioner Ed Zabinski, Commissioner Angie Miskovich

### **SETTING THE AGENDA:**

The agenda was approved as presented.

### **BUSINESS:**

1. Approve Minutes for July 5, 2023

**Motion made by Commissioner Gorman, Seconded by Commissioner Peterson to approve the July 5th, 2023 minutes. Voting Yea: Commissioner Gorman, Commissioner Hedlund, Commissioner Peterson, Commissioner Squadroni, Commissioner Lamppa, Commissioner Fox.**

2. Approve a Participating Contribution Request of \$2,000 for Indigenous People's Day, from the Human Rights Commission.

**Motion made by Commissioner Lamppa, Seconded by Commissioner Gorman to approve the Participating Contribution Request of \$2,000 for to the Human Rights Commission for Indigenous People's Day. Voting Yea: Commissioner Gorman, Commissioner Hedlund, Commissioner Peterson, Commissioner Squadroni, Commissioner Lamppa, Commissioner Fox.**

### 3. Neighborhood Artist Presentations:

4:00PM Ann Klefstad

5:15PM Greg Mueller

6:30PM Tom Page

Three artists gave presentations for the NW Neighborhood Art Project.

1) Ann Klefstad's proposal had two separate designs to choose from. The first was a "We Are the Forest" which featured brushed aluminum trees and mosaic flower towers. Her second design was "River and Stone" which featured a large overburden rock with a bronze river made into a bench.

2) Greg Mueller presented his design proposal called "Social Cohesion" Sculpture. It depicted four blue swings and a center stage/platform. The design would be fabricated out of steel, bent per his design and powder-coated.

3) Tom Page presented his design proposal of a bronze sculpture depicting two figures, a performer and an athlete, situated on the top of books. The sculpture would stand approximately 4ft tall on a 4ft base, making it approximately 8 foot tall.

ADJOURN:

**Motion made by Commissioner Peterson, Seconded by Commissioner Lamppa to adjourn at 6:20pm. Voting Yea: Commissioner Gorman, Commissioner Hedlund, Commissioner Peterson, Commissioner Squadroni, Commissioner Lamppa, Commissioner Fox.**

Respectfully submitted by Cynthia Lyman, Administrative Assistant



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 23, 2023

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

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

At the October 9th, 2023 regular council meeting, the City approved an agreement with Grand Itasca Clinic & Hospital for the miscarriage initiative. A few changes have been made to the document and an updated agreement is attached.

### REQUESTED COUNCIL ACTION:

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

## LOT DONATION AGREEMENT

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

### RECITALS

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

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

### AGREEMENT

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

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

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

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

“City”

**City of Grand Rapids,**  
a Minnesota municipal corporation

By: \_\_\_\_\_  
Name: [Dale Christy](#)  
Its: [Mayor](#)

By: \_\_\_\_\_  
Name: [Kimberly Gibeau](#)  
Its: [City Clerk](#)

Notice address:

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

“GICH”

**Grand Itasca Clinic and Hospital,**  
a Minnesota nonprofit corporation

By: \_\_\_\_\_  
Name: [Jean MacDonell](#)  
Its: [President](#)

Notice address:

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



## EXHIBIT A

### Lot Description

Section – Calvary A

Block – 25

Graves – 9, 10, 11, 22, 23 and 24

<b>Summary report:</b> <b>Litera Compare for Word 11.2.0.54 Document comparison done on</b> <b>10/10/2023 4:03:38 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://fairviewlegal-mobility.imatech.work/FAIRVIEWLEGAL/120807/2	
<b>Modified DMS:</b> iw://fairviewlegal-mobility.imatech.work/FAIRVIEWLEGAL/120807/3	
<b>Changes:</b>	
<u>Add</u>	15
<del>Delete</del>	8
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>23</b>



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider accepting the resignation of Jillian Buck from the Police Community Advisory Board and authorize filling the vacancy.

**PREPARED BY:** Chief Andy Morgan

---

### BACKGROUND:

In 2016 the City of Grand Rapids established the Police Community Advisory Board (PCAB) with the purpose of establishing and enhancing communication between Grand Rapids residents, the Police Department and City Council. The goal of the collaboration is to identify and focus on public safety issues and then partner with community leaders, community organizations and stakeholders in developing solutions to multi-faceted community concerns.

On October 12, 2023 Board Member Jillian Buck contacted the Police Chief and requested to resign from the board due to her current employer citing a professional conflict. Jillian's personal insight and passion to better our community will be missed.

PCAB is designed to have nine (9) members. We would also ask that the Council authorize the filling of this vacancy.

### REQUESTED COUNCIL ACTION:

Consider accepting the resignation of Jillian Buck from the Police Community Advisory Board and authorize filling the vacancy.



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider approving final payment for AP 2023-4, Airport Utility Extension project in the amount of \$7,831.38 and Balancing Change Order 1.

**PREPARED BY:** Matt Wegwerth

---

### BACKGROUND:

AP 2023-4, Airport Utility Extension is complete, and the approval of these items will close out the project. A balancing change order is an accounting device used to adjust the contract amount to equal the as built amount. Attached are the final pay request and change order 1.

### REQUESTED COUNCIL ACTION:

Make a motion approving final payment for AP 2023-4, Airport Utility Extension project in the amount of \$7,831.38 and Balancing Change Order 1.

## CHANGE ORDER

Change Order No. 1

Project Location	Intersection of 13th Street SE & 7th Avenue SE, Grand Rapids MN, 55744		
Local Agency	City of Grand Rapids	Local Project No.	C.P. AP 2023-4
Contractor	TNT Construction Group LLC	Contract No.	GRANR 171212
Address/City/State/Zip	40 County Road 63 Grand Rapids / Grand Rapids / MN / 55744		
<b>Total Change Order Amount \$</b>		<b>\$0.00</b>	

*This is a Balancing Change Order. A Balancing Change Order is an accounting device used to adjust the Contract Amount to equal the As-Built Amount.*

*Contract Amount: Original =\$263,800.00, Revised = \$258,912.31*

**Estimate Of Cost:** *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
<b>Net Change this Change Order</b>					<b>\$0.00</b>

**Due to this change, the contract time:** *(check one)*

☒ ( x ) Is NOT changed      ☐ ( ) May be revised as provided in MnDOT Specification 1806

Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change: 0
--	---

Approved by City Engineer:

Print Name: MATT WEGWERTH

Date: 10/13/2023

Phone: 218-326-7625

Approved by Contractor: Shane Feltus PM

Print Name: Shane Feltus

Date: 10/13/23

Phone: 218-244-7954

Contract Number: GRANR 171212  
 Pay Request Number: 6

Project Number	Project Description
GRANR 171212	Airport Utility Extension & Grading

Contractor: TNT Construction Group LLC 40 County Road 63 Grand Rapids, MN 55744	Vendor Number: Up To Date: 10/13/2023
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Contract Amount	Funds Encumbered		
Original Contract	\$263,800.00	Original	\$263,800.00
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$263,800.00	Total	\$263,800.00

Work Certified To Date	
Base Bid Items	\$258,912.31
Contract Changes	\$
Material On Hand	\$0.00
Total	\$258,912.31

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$1,393.41	\$258,912.31	\$0.00	\$251,080.93	\$7,831.38	\$258,912.31
Percent: Retained: 0%					Percent Complete: 98.15%

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By The City of Grand Rapids

Approved By TNT Construction Group LLC

City Engineer



Contractor

Shane Feltus PM

Date

10/13/2023

Date 10/13/23

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2023-06-28	\$40,864.24	\$2,043.21	\$38,821.03
2	2023-07-11	\$12,483.50	\$624.18	\$11,859.32
3	2023-08-01	\$71,334.76	\$3,566.74	\$67,768.02
4	2023-08-15	\$114,298.90	\$5,714.94	\$108,583.96
5	2023-08-29	\$18,537.50	(\$5,511.10)	\$24,048.60
6	2023-10-13	\$1,393.41	(\$6,437.97)	\$7,831.38

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Sanitary Main	1	\$67,187.62	\$0.00	\$65,507.93	\$1,679.69	\$67,187.62
Sanitary Services	2	\$8,824.00	\$0.00	\$8,603.40	\$220.60	\$8,824.00
Water Main	3	\$66,237.06	\$0.00	\$64,581.13	\$1,655.93	\$66,237.06
Water Services	4	\$11,181.00	\$0.00	\$10,901.48	\$279.52	\$11,181.00
Roadway	1	\$105,482.63	\$0.00	\$101,486.99	\$3,995.64	\$105,482.63

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
Roadway	Local - Grand Rapids	\$3,995.64	\$108,440.34	\$108,940.34	\$105,482.63
Sanitary Main	GRPUC - SM	\$1,679.69	\$67,187.84	\$66,687.84	\$67,187.62
Sanitary Services	GRPUC - SS	\$220.60	\$8,824.00	\$8,824.00	\$8,824.00
Water Main	GRPUC - WM	\$1,655.93	\$68,166.82	\$68,166.82	\$66,237.06
Water Services	GRPUC - WS	\$279.52	\$11,181.00	\$11,181.00	\$11,181.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2011.601	CONSTRUCTION SURVEYING	LUMP SUM	\$6,000.00	1	0	\$0.00	1	\$6,000.00
Base Bid	2	2021.501	MOBILIZATION	LUMP SUM	\$40,223.72	1	0	\$0.00	1	\$40,223.72
Base Bid	3	2104.502	REMOVE CASTING	EACH	\$75.00	1	0	\$0.00	1	\$75.00
Base Bid	4	2104.502	SALVAGE SIGN TYPE C	EACH	\$50.00	1	0	\$0.00	1	\$50.00
Base Bid	5	2104.503	REMOVE CURB & GUTTER	LIN FT	\$7.00	36	0	\$0.00	36	\$252.00
Base Bid	6	2104.503	SALVAGE CHAIN LINK FENCE	LIN FT	\$25.00	40	0	\$0.00	40	\$1,000.00
Base Bid	7	2104.503	SALVAGE WATER MAIN	LIN FT	\$50.00	5	0	\$0.00	5	\$250.00
Base Bid	8	2104.503	SAWMING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$4.00	132	0	\$0.00	132	\$528.00
Base Bid	9	2104.503	SAWMING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$4.00	6	0	\$0.00	6	\$24.00
Base Bid	10	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$7.00	192	0	\$0.00	192	\$1,344.00
Base Bid	11	2105.601	DEWATERING	LUMP SUM	\$3,000.00	1	0	\$0.00	1	\$3,000.00
Base Bid	12	2112.604	SUBGRADE PREPARATION	SQ YD	\$11.00	192	0	\$0.00	192	\$2,112.00
Base Bid	13	2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	\$135.00	192	0	\$0.00	192	\$25,920.00
Base Bid	14	2211.607	CRUSHED ROCK	CU YD	\$0.01	49	0	\$0.00	7	\$0.07
Base Bid	15	2502.503	4" PERF PE PIPE DRAIN	LIN FT	\$5.00	36	0	\$0.00	36	\$180.00
Base Bid	16	2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	\$600.00	5	0	\$0.00	5	\$3,000.00
Base Bid	17	2502.604	2" INSULATION	SQ YD	\$24.00	28.44	0	\$0.00	14	\$336.00
Base Bid	18	2503.602	8" PIPE PLUG	EACH	\$250.00	2	0	\$0.00	2	\$500.00
Base Bid	19	2503.602	8" x 4" PVC WYE	EACH	\$400.00	5	0	\$0.00	5	\$2,000.00
Base Bid	20	2503.603	4" PVC SANITARY SERVICE PIPE	LIN FT	\$62.00	52	0	\$0.00	52	\$3,224.00
Base Bid	21	2503.503	8" PVC PIPE SEWER	LIN FT	\$71.00	421	0	\$0.00	421	\$29,891.00
Base Bid	22	2503.603	SANITARY SEWER INSPECTION	LIN FT	\$3.00	421	0	\$0.00	421	\$1,263.00
Base Bid	23	2504.602	6" GATE VALVE AND BOX	EACH	\$2,750.00	1	0	\$0.00	1	\$2,750.00
Base Bid	24	2504.602	8" GATE VALVE AND BOX	EACH	\$3,725.00	1	0	\$0.00	1	\$3,725.00
Base Bid	25	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$1,850.00	2	0	\$0.00	2	\$3,700.00
Base Bid	26	2504.602	HYDRANT	EACH	\$7,750.00	1	0	\$0.00	1	\$7,750.00
Base Bid	27	2504.602	1" CORPORATION STOP	EACH	\$125.00	5	0	\$0.00	5	\$625.00
Base Bid	28	2504.602	1" CURB STOP AND BOX	EACH	\$400.00	5	0	\$0.00	5	\$2,000.00
Base Bid	29	2504.603	1" TYPE K COPPER PIPE	LIN FT	\$78.00	102	0	\$0.00	102	\$7,956.00
Base Bid	30	2504.603	6" WATER MAIN DUCTILE IRON CL 52	LIN FT	\$117.00	6	0	\$0.00	6	\$702.00
Base Bid	31	2504.603	8" WATER MAIN DUCTILE IRON CL 52	LIN FT	\$91.00	442	0	\$0.00	434	\$39,494.00
Base Bid	32	2504.603	HYDRANT RISER	LIN FT	\$0.01	0.5	0.5	\$0.01	0.5	\$0.01
Base Bid	33	2504.608	WATER MAIN FITTINGS	POUND	\$15.00	499	0	\$0.00	442	\$6,630.00
Base Bid	34	2506.502	CASTING ASSEMBLY	EACH	\$1,250.00	4	0	\$0.00	4	\$5,000.00
Base Bid	35	2506.502	CONST DRAINAGE STRUCTURE DESIGN F	EACH	\$5,550.00	3	0	\$0.00	3	\$16,650.00
Base Bid	36	2506.503	CONST DRAINAGE STRUCTURE DESIGN F	LIN FT	\$455.00	8.92	0	\$0.00	8.92	\$4,058.60
Base Bid	37	2506.602	SEAL MANHOLE OR CATCH BASIN	EACH	\$400.00	4	0	\$0.00	4	\$1,600.00
Base Bid	38	2506.603	CONSTRUCT 8" OUTSIDE DROP	LUMP SUM	\$7,250.00	1	0	\$0.00	1	\$7,250.00
Base Bid	39	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$42.00	36	0	\$0.00	36	\$1,512.00
Base Bid	40	2557.603	INSTALL CHAIN LINK FENCE	LIN FT	\$50.00	40	0	\$0.00	40	\$2,000.00
Base Bid	41	2563.601	TRAFFIC CONTROL	LUMP SUM	\$8,500.00	1	0	\$0.00	1	\$8,500.00
Base Bid	42	2564.502	INSTALL SIGN TYPE C	EACH	\$250.00	1	0	\$0.00	1	\$250.00
Base Bid	43	2572.503	TEMPORARY FENCE	LUMP SUM	\$500.00	1	0	\$0.00	1	\$500.00
Base Bid	44	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$0.01	1	0	\$0.00	1	\$0.01
Base Bid	45	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$125.00	6	0	\$0.00	5	\$625.00
Base Bid	46	2573.503	SILT FENCE, TYPE MS	LIN FT	\$4.00	338	0	\$0.00	338	\$1,352.00
Base Bid	47	2574.507	COMMON TOPSOIL BORROW	CU YD	\$0.01	161	0	\$0.00	0	\$0.00
Base Bid	48	2575.505	SEEDING	ACRE	\$800.00	0.52	0	\$0.00	0.52	\$416.00
Base Bid	49	2575.505	WEED SPRAYING	ACRE	\$950.00	0.26	0	\$0.00	0	\$0.00
Base Bid	50	2575.506	WEED SPRAY MIXTURE	GAL	\$600.00	0.13	0	\$0.00	0	\$0.00



Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	51	2575.505	MOWING	ACRE	\$400.00	1.04	0	\$0.00	0	\$0.00
Base Bid	52	2575.508	SEED MIXTURE MNST-12	POUND	\$8.75	104	100	\$875.00	100	\$875.00
Base Bid	53	2575.523	WATER	MGAL	\$36.00	113	14.4	\$518.40	14.4	\$518.40
Base Bid	54	2575.601	EROSION CONTROL	LUMP SUM	\$1,000.00	1	0	\$0.00	1	\$1,000.00
Base Bid	55	2575.504	ROLLED EROSION PREVENTION CATEGORY 15	SQ YD	\$3.50	2516	0	\$0.00	2943	\$10,300.50
Base Bid Totals:								\$1,393.41		\$258,912.31

Project Category Totals			Amount This Request			Amount To Date		
Project	Category		Amount This Request		\$1,393.41	Amount To Date		\$258,912.31
GRANR 171212								

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:												
										\$		\$

<b>Contract Total</b>											<b>\$258,912.31</b>
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Contract Change Totals		Amount This Request		Amount To Date	
Number	Description				

Material On Hand Additions				Comments	
Line	Item	Description	Date	Added	

Material On Hand Balance								
Line	Item	Description	Date	Added	Used	Remaining		
16	2502.602	4" PVC PIPE DRAIN CLEANOUT	2023-06-19	0.46 EACH \$274.12	0.46 EACH \$274.12	0 EACH \$0.00		
17	2502.604	2" INSULATION	2023-06-28	14 SQ YD \$336.00	14 SQ YD \$336.00	0 SQ YD \$0.00		
19	2503.602	8" x 4" PVC WYE	2023-06-19	0.52 EACH \$208.00	0.52 EACH \$208.00	0 EACH \$0.00		
20	2503.603	4" PVC SANITARY SERVICE PIPE	2023-06-21	37.77 LIN FT \$302.16	37.77 LIN FT \$302.16	0 LIN FT \$0.00		
21	2503.503	8" PVC PIPE SEWER	2023-06-19	85.17 LIN FT \$6,047.07	85.17 LIN FT \$6,047.07	0 LIN FT \$0.00		
21	2503.503	8" PVC PIPE SEWER	2023-06-21	67.3 LIN FT \$942.20	67.3 LIN FT \$942.20	0 LIN FT \$0.00		
23	2504.602	6" GATE VALVE AND BOX	2023-06-19	0.65 EACH \$1,787.50	0.65 EACH \$1,787.50	0 EACH \$0.00		
24	2504.602	8" GATE VALVE AND BOX	2023-06-19	0.81 EACH \$3,000.98	0.81 EACH \$3,000.98	0 EACH \$0.00		
29	2504.603	1" TYPE K COPPER PIPE	2023-06-19	55.91 LIN FT \$1,118.20	55.91 LIN FT \$1,118.20	0 LIN FT \$0.00		
31	2504.603	8" WATER MAIN DUCTILE IRON CL 52	2023-06-19	117 LIN FT \$7,020.00	117 LIN FT \$7,020.00	0 LIN FT \$0.00		
31	2504.603	8" WATER MAIN DUCTILE IRON CL 52	2023-06-21	311.74 LIN FT \$14,028.30	311.74 LIN FT \$14,028.30	0 LIN FT \$0.00		
33	2504.608	WATER MAIN FITTINGS	2023-06-19	331.86 POUND \$4,977.90	331.86 POUND \$4,977.90	0 POUND \$0.00		
35	2506.502	CONST DRAINAGE STRUCTURE DESIGN F	2023-07-10	2.5 EACH \$12,483.50	2.5 EACH \$12,483.50	0 EACH \$0.00		
37	2506.602	SEAL MANHOLE OR CATCH BASIN	2023-06-19	1.94 EACH \$775.01	1.94 EACH \$775.01	0 EACH \$0.00		



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 10/23/2023

**AGENDA ITEM:** Consider authorizing staff to advertise with K-Bid the sale of miscellaneous office furniture and no longer used firefighting equipment from the Fire Department.

**PREPARED BY:** Travis Cole

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### BACKGROUND:

The Fire Department has gone through some old inventory and would like to get authorization to sell some old desks as well as old or no longer used fire equipment. Lefty's Tent and Party Rental used K-Bid as the online auction format. The pieces of equipment the fire department would like to sell are as follows:

1. 2-old office desks
2. 1-Gas powered positive pressure fans
3. Electric Husqvarna 16' chainsaw
4. 4-electric super vac box Fans
5. 1-Ramsey 8,000 lb truck winch 12V
6. Miscellaneous socket, wrenches and toolboxes
7. 1-Air wrench and sockets
8. 3-50' Air Reel
9. 4-Portable Cord reels
10. 1-257 Husqvarna Chain Saw
11. 1-272 Husqvarna K12 Saw
12. 6.5 Onan Genset Generator (AS-IS)
13. Stihl TS 350 Saw
14. 11-Wildland Pump Cans
15. 18 hp Briggs & Stratton Twin Cylinder Engine (vertical shaft)
16. 2- Attic Ladders
17. 2-24' Heavy Service Extension Ladders
18. 2-12' Pike Poles
19. 4-Blizzak Snow Tires (265/65R18)
20. 2-Red Metal toolboxes

21. 1-Metal File Cabinet

**REQUESTED COUNCIL ACTION:**

Make a motion authorizing staff to advertise with K-Bid the sale of miscellaneous office furniture and no longer used firefighting equipment from the Fire Department.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 10/23/2023

**AGENDA ITEM:** Consider selling an old Flamefighter hose tester and old positive pressure fan to the City of Finlayson Fire department for \$1,000 and donate old positive pressure fan and LED light bar to the Hill City Fire Department.

**PREPARED BY:** Travis Cole-Fire Chief

---

### BACKGROUND:

The Grand Rapids Fire Department has an old hose tester that is no longer used and has two old positive pressure fans and LED light bar. The Finlayson Fire Department would like to purchase the hose tester and fan for \$1,000. The Hill City Fire Department needs a gas-powered fan and light bar and the GRFD would like to donate them. The fans and light bar did not sell on previous K-bid and no other departments in our county needed one.

### REQUESTED COUNCIL ACTION:

Make a motion to sell hose tester and positive pressure fan to Finlayson Fire Department for \$1,000 and donate positive pressure fan and LED light bar to Hill City Fire Department.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider approving a contract with Paul Shaffer for legal criminal prosecution services.

**PREPARED BY:** Kim Gibeau for Chad Sterle

---

### BACKGROUND:

The City of Grand Rapids has contracted for these services over the last several years with Attorney John Dimich. Mr. Dimich has advised the City of his pending retirement at the end of calendar 2024.

Attached is the proposed contract with Attorney Paul Shaffer for legal criminal prosecution services to begin January 1, 2025.

### REQUESTED COUNCIL ACTION:

Make a motion to approve contract with Paul Shaffer for legal criminal prosecution services beginning January 1, 2025.

# **CONTRACT FOR LEGAL CRIMINAL PROSECUTION**

Item 10.

THIS CONTRACT is made and entered into as of the 23 day of October 2023, by and between the **City of Grand Rapids**, a Minnesota municipal corporation, hereinafter referred to as “City”, and **Paul Shaffer, Attorney at Law**, hereinafter referred to as “Attorney”.

## **RECITALS**

- A. City requires professional criminal prosecution legal services.
- B. Attorney can provide those services.

## **AGREEMENT**

In consideration of the mutual covenants and terms below, it is agreed by and between City and Attorney as follows:

### **1. Scope and Services**

It shall be the general intent of the Scope of Services to have Attorney perform all services as defined in *Exhibit “A1” (Schedule of Retainer Services)*.

### **2. Rate of Compensation**

Compensation to Attorney in full for work listed in *Exhibit “A1”* as follows:

*Exhibit “A1”*: Schedule of Retainer Services

All parties agree that Paul Shaffer will represent the City of Grand Rapids in all criminal litigation for a flat fee of \$63,000 for the calendar year of 2025. \$64,890 for the calendar year of 2026, \$66,836 for the calendar year of 2027, \$68,841 for the calendar year of 2028 and \$70,907 for the calendar year of 2029.

### **3. Condition of Payment**

All services provided by Attorney pursuant to this Contract shall be performed to the satisfaction of City, and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations, as well as the Minnesota Rules of Professional Conduct. Payment shall be withheld for work found by City to be unsatisfactory, or performed in violation of federal, state, and local laws, ordinances, rules, or regulations.

### **4. Time of Performance**

All work will be performed in a timely manner and in accordance with time schedules agreed upon between Attorney and City.

### **5. Ownership of Documents**

The originals of all documents generated by Attorney shall be held according to the Minnesota Rules of Professional Conduct. Rule #1.15

## **6. Termination of the Contract**

Either party may cancel this Contract (or any part thereof) at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. Attorney shall be paid for the work performed prior to the effective date of the termination provided, however, that Attorney's cancellation of this contract shall be governed by the MN Rules of Professional Conduct, Rule 1.16, based upon the payment terms of this Contract. Such payment shall not exceed the maximum amount provided for by the terms of this Contract. Notice of City shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744. Notice to Attorney shall be delivered to Paul Shaffer, Attorney at Law, P.O. Box 669, Duluth, MN 55801.

## **7. Length of Contract**

This contract will begin on January 1, 2025, and will terminate on December 31, 2029, unless early termination is exercised under Section 6 of this contract.

## **8. Independent Contractor**

It is agreed that nothing contained in this Contract is intended or should be construed as creating the relationship of co-partner, joint venturer, or as association with City and Attorney. Attorney is an independent contractor and neither Attorney, nor his employees, agents, subcontractors, or representatives shall be considered employees, agents, or representatives of City. The Attorney shall be deemed legal representative of City for all purposes contemplated by this Contract and by the Minnesota Rules of Professional Conduct. Except as otherwise provided herein, Attorney shall maintain, in all respects, present control over the means and personnel by which this Contract is performed. From any amounts due Attorney, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Attorney.

## **9. Choice of Law**

The laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, instruction, validity, and performance of this Contract.

## **10. Additional Services**

In the event that a substantial change is made in the scope, complexity or character of the work contemplated under this Contract, or if it becomes necessary for Attorney to make substantial revisions to documentation completed or in progress and which has been approved by City, such work will be deemed "extra work". For "extra work", Attorney will be compensated as mutually agreed upon by the parties to this Contract.

Time extensions may be granted by City to Attorney for completion of specific services if City feels that the "extra work" warrants the extension.

## **11. Accuracy of Work**

Attorney shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Attorney without additional compensation.

All items of work to be performed by Attorney shall be done in accordance with the requirements and recommendations of, and subject to the approval of, the City.

## **12. Subletting, Assignment, or Transfer**

No portion of the work under the contract shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. The Attorney specified above is assigned the authority to perform services addressed in this contract.

The City may need from time to time specialized legal services which Attorney cannot perform and which the City will need to procure through Attorney practicing in limited areas of specialized practice. In order that Attorney be fully informed in advising the City, its Council, boards and Commissions, the City will consult with the Attorney when it utilizes specialized services of other counsel, except for labor and employment legal services which are separately contracted. In the event that City retains other counsel for a specialized matter, Attorney will continue to act as liaison with the outside counsel insuring that duplicate work is not being done by outside counsel and Attorney, and to insure that legal work done by outside counsel is limited to that which is beyond Attorney's expertise to minimize the cost of outside counsel. At such times as City utilizes the services of other counsel, arrangements shall be made for such other counsel to provide copies to a specified member of Attorney of all communications and documents provided to City.

Additionally, it may be necessary for the Attorney or their firm, to decline to represent the City regarding a matter that would result in a conflict of interest. If in the Attorney's view there is a conflict of interest the Attorney will refer the matter to another qualified Attorney. If the matter is one of criminal prosecution, the Attorney will not need Council authorization.

## **13. Indemnity**

Attorney shall save and protect, hold harmless, indemnify and defend City, its council members, officers, agents, employees and volunteer workers against any and all liability, causes of action, claims, loss, damages or cost and expense arising from any professional errors and omissions and/or negligent acts and omissions of Attorney in the performance of this Contract.

Attorney shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Attorney under this Contract. Attorney shall, without additional compensation, correct or revise any errors or deficiencies in Attorney reports and services.

## **14. Settlement of Claims**

In any case where Attorney deem that extra compensation is due for services, materials or damages not expressly required by the Contract or not ordered in writing by City as extra work, Attorney shall notify City in writing before they begin any such work on which they base the claim. If such notification is not previously given or the claim is not separately and strictly accounted for, Attorney hereby waive and release forever any claim or costs for such extra compensation. However, such notice or accounting shall not in any way be construed as providing the validity of any claim by Attorney.



City shall decide all claims, questions, and disputes of whatever nature which are referred to it relating to the prosecution and fulfillment of this Contract; and its decision upon all claims, questions, and disputes shall be final and conclusive upon the parties thereto administratively. Nothing in this Contract shall be construed as making final the decision of City on a question of law.

## **15. Insurance**

Attorney shall not commence work under this Contract until they have obtained at their own cost and expenses all insurance required herein. All insurance coverage is subject to approval of City and shall be maintained by Attorney at all times this Contract is in effect. Attorney further agree that to protect themselves as well as City under the indemnity Contract set forth above, they shall at all times during the term of the Contract have a keep in force:

### **Workers' Compensation:**

Attorney shall obtain and maintain for the duration of this Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

1. State: Minnesota – Statutory
2. Employer's Liability

Insurance certificates evidencing that the above insurance is in force with companies acceptable shall be submitted for examination and approval prior to the execution of the Contract, after which they shall be filed with City. The insurance certificates shall specifically provide that a certificate shall not be modified, canceled, or non – renewed except upon thirty (30) days prior written notice. Neither City's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Attorney' responsibility to comply with the insurance specifications. City may withhold payment for failure of Attorney to furnish certificates of insurance as required above.

## **16. Arbitration**

Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If a single Arbitrator cannot be agreed upon, each party shall select an Arbitrator. The Arbitrators selected by the parties shall select a third Arbitrator whose cost will be shared equally by the parties to this contract. The determination of the Arbitrators shall be final and absolute. The Arbitrators shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrators may be entered as a judgment in any court of the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrators for the convenience of the Arbitrators, all arbitration proceedings shall be held in Itasca County, Minnesota.

## **17. Successors and Assigns**

City and Attorney, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Neither City nor

Attorney shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other.

Item 10.

## **18. Equal Employment and Nondiscrimination and Affirmative Action**

In connection with the work under this Contract, Attorney agreed to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations.

## **19. Severability**

In the event any provision of this Contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Contract to fail its purpose. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

## **20. Entire Contract**

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between City and Attorney relating to the subject matter hereof.

## **21. Relationship with Others**

Attorney shall cooperate fully with City, other municipalities, local government officials, public utility companies, and others as may be directed by City. This shall include attendance at meetings, discussions, and hearings as maybe requested by City, furnishing data as may be requested from time to time by City to effect such cooperation and compliance with all directives issued by City.

## **22. Covenant Against Contingent Fees**

Attorney warrant that they have not employed or retained any company or person other than a bona fide employee working solely for Attorney to solicit or secure this Contract and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for Attorney any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to annual this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

## **23. Laws**

Attorney shall keep themselves fully informed of all existing and current regulations of the city, county, state and federal laws which in any way limit or control the actions or operations of those engaged upon the work affecting the materials supplied to or by them. Attorney shall at all times observe the comply with all ordinances, laws, and regulations and shall protect and indemnify City as provided in Article 12 of this Contract.

**24. Authorized Agent of City**

City shall appoint an authorized agent for the purpose of administration of this Contract. Attorney is notified that the authorized agent of City is as follows:

City Administrator  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744

**25. Working Relationship**

In order to maintain a positive working relationship over the term of this contract the Attorney and the City agree to conduct periodic reviews (once a year in December after the signing of this Contract) of the Attorney's work under this contract. The method and forum for the reviews will be developed by the Attorney and the City Administrator and approved by the Council.

**26. Modification of Contract**

Any alterations, variations, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, signed by the Mayor and City Administrator/Clerk and by Attorney and attached to the original of this Contract.

**27. Conflict of Interest**

Paul Shaffer, Attorney at Law, is not aware of any current conflict of interest in representation of the City of Grand Rapids. Should any actual conflict arise, Paul Shaffer shall immediately advise all parties and reach a mutually satisfactory solution.

City and Attorney executed this agreement by the authorized signatures below.

DATE: \_\_\_\_\_

CITY OF GRAND RAPIDS

BY: \_\_\_\_\_  
 Dale Christy, Its Mayor

ATTEST: \_\_\_\_\_  
 Thomas Pagel, Its City Administrator

DATE: \_\_\_\_\_

**PAUL SHAFFER, ATTORNEY AT LAW**

BY: \_\_\_\_\_  
 Paul Shaffer

***EXHIBIT "A1"***  
***SCHEDULE OF RETAINER SERVICES***

<b>CRIMINAL LEGAL SVCS</b>
<b>Retainer</b>
1. Prosecution of gross misdemeanors, misdemeanors and petty misdemeanor cases including traffic violations, DWI cases, theft and City code violations
2. Drafting of complaints, preparing reports, working with the Police Chief and other appropriate personnel on all law enforcement issues.
3. Training of police personnel on law related matters including report writing, legislative changes, and general police/prosecution relationship issues.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider adopting a resolution authorizing the City to make application to the MN Dept. of IRRR Commercial Redevelopment Grant program for the 316 N. Pokegama Ave. Redevelopment Project.

**PREPARED BY:** Rob Mattei, Director of Community Development

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### BACKGROUND:

Staff have been working with a business who has executed a purchase agreement for the existing commercial building located at 316 N. Pokegama Ave. The plan will be to do some interior demolition and limited exterior demolition and hazardous material abatement with are qualifying expenses under the IRRR Commercial Redevelopment Grant program. The total estimated cost of development is approximately \$3.0M of which approximately \$270,000 is eligible Program expense. The grant request will seek \$200,000 from the Program.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution authorizing the City to make application to the MN Dept. of IRRR Commercial Redevelopment Grant program for the 316 N. Pokegama Ave. Redevelopment Project.

CITY OF GRAND RAPIDS, MINNESOTA  
RESOLUTION NO. 23-

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

**RESOLUTION AUTHORIZING THE CITY TO MAKE APPLICATION TO THE MN  
DEPT. OF IRRR COMMERCIAL REDEVELOPMENT GRANT PROGRAM FOR THE  
316 N. POKEGAMA AVENUE REDEVELOPMENT PROJECT**

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

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

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. \_\_\_\_\_ was declared duly passed and adopted this 23rd day of October, 2023.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider adoption of a resolution accepting a \$200,000 MN Dept. of IRRR Development Partnerships grant for the Workforce Housing Pre-Development Project.

**PREPARED BY:** Rob Mattei, Director of Community Development

---

### BACKGROUND:

On October 9<sup>th</sup>, the City Council authorized an application to the MN Dept. of IRRR Development Partnership Program requesting \$200,000 for pre-development expenses associated with a plan by Oppidan, Inc., for the development of a 4-story, 132-unit workforce housing project on a GREDA owned 15-acre site. This project involves the completion of pre-development design and due diligence to allow for a 2024 start of construction, pending their receipt of requested MHFA Workforce Housing assistance.

The grant has been awarded by the IRRR and the attached resolution is required to formally accept the grant.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a \$200,000 MN Dept. of IRRR Development Partnerships grant for the Workforce Housing Pre-Development Project.

Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING AN \$200,000.00 GRANT FROM THE MN DEPT. OF IRON RANGE RESOURCES AND REHABILITATION DEVELOPMENT PARTNERSHIPS PROGRAM FOR THE GRAND RAPIDS WORKFORCE HOUSING PRE-DEVELOPMENT 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, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$200,000.00 Development Partnerships grant award from the IRRR for a portion of pre-development work expenses associated with the planned development of housing on GREDA property by Oppidan, Inc.

Adopted this 23<sup>rd</sup> day of October, 2023.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

Councilmember \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_; and the following voted against same: \_\_\_\_\_, 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 23, 2023

**AGENDA ITEM:** Consider accepting highest bids for bobcat attachments and generator.

**PREPARED BY:** Travis Cole

---

### BACKGROUND:

At previous council meetings, authorization was given to allow the Fire Chief to seek bids to sell Bobcat attachments and also a used generator off of an old fire truck. The equipment was placed in our local paper and bids were received for each piece of equipment. We received bids for the combination bucket model # 68 Combo BKT, Bobcat Auger Model 30C with bits, Bobcat Hydraulic Breaker, and an Onan 8.0 generator.

### REQUESTED COUNCIL ACTION:

Make a motion to accept the highest bids on all three Bobcat attachments which was from Darryn Riendeau of a bid price of \$1100 for each attachment for a total of \$3,300 and accept the high bid from Aaron Rislov for the Onan Generator at \$429.

to:  
City of Grand Rapids

Fire Dept. Items for BIA:

Item 1	Combo Bucket	\$ 200. <sup>00</sup>
Item 2	Auger Model 30c w/ 12" & 24" Bits	\$ 800.—
Item 3	Hydraulic Breaker	\$ 800.—

Mac Construction  
34545 MacDonell Rd  
Grand Rapids, MN 55744

218-244-1062

Andy MacDonell

BoB c97

BUCKET

#1,100

Darryn Rendeau

218 910 0222

Bob car

Auger

\$1,100

Larry  
Rendear

218 910 0222

Bobcat

Hydraulic Breaker

\$1,100

Darryn Krendeg

218 910 0227

Aaron Rislov  
58182 355<sup>th</sup> Street  
Warroad, MN 56763  
Cell # 218-242-1851

Onan Generator Bid \$429.00





## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider approving changer order related to Civic Center project.

**PREPARED BY:** Kimberly Gibeau for Glen Hodgson

### BACKGROUND:

Change Order 20 for Work Scope 3 (General Construction) with TNT Construction Group:

- Has 4 components.
- “Component 1” approves additional wall preparation work in the west entrance to the upper lobby. The lower parts of these wall receive stone veneer. In order to match the stone surface to wall and door details, additional sheetrock and related work was necessary. This change increases TNT’s contract by \$1,415.24.
- “Component 2” approves the construction of a concrete drainage “flume” immediately north of the sidewalk leading into the west entrance to the upper lobby. The flume is necessary to carry water from roof drains away from the sidewalk and (even more importantly) away from the door to the upstairs mechanical room. This change increases TNT’s contract by \$11,004.00.
- “Component 3” approves an array of extra concrete work inside the building. We directed TNT to grind down two “trip hazards” on the walkway behind the west bleachers. A steel drain at the north end of the west rink had to be removed and reinstalled to facilitate the construction of the chilling system. A portion of the concrete surface south of the rink had settled 1-2 inches; we repaired this using “self-leveling” concrete. Also included in this component is removal of sandbags that were used to control water seepage during the wet cure of the rink concrete. This change increases TNT’s contract by \$11,218.00.
- “Component 4” approves the replacement of ceiling tile in the restrooms adjacent to the upper lobby. After years of use, the existing ceiling tiles in these restrooms show damage and age. We believe that new tiles would better blend in with the new lobby construction. This change increases TNT’s contract by \$1,946.00.
- In total, this change order increases TNT’s contract by \$25,583.24.

Change Order 13 for Work Scope 8 (Electrical) with Hart Electric:

- Approves the installation of electric, ceiling mounted heaters in the “tunnel” under the east bleachers. This area will be used as an area for changing into and out of skates. Heaters will make this space more comfortable for that purpose.
- This change increases Hart Electric’s contract by \$8,922.68.

Change Order 14 for Work Scope 8 (Electrical) with Hart Electric:

- Approves a change in the number of in-floor electrical outlets in the “multi-use” rooms in the upper lobby. The project teams believes that the number of such outlets can be reduced without compromising the functionality of the rooms.
- Since the work scope has been reduced, this change decreases Hart Electric’s contract by \$12,282.40.

The total net change to the project cost for these 3 change orders is an increase of \$22,223.52. Sufficient funds remain in the project contingency to cover these costs.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve change orders for Civic Center project as presented.





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

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

**DRAFT**

**Contract Change Order #013: CE #065 - FWO; (PR 49) heaters in hallway**

<b>CONTRACT COMPANY:</b>	<b>Hart Electric</b> 1959 Highway 37 Hibbing, Minnesota 55746	<b>CONTRACT FOR:</b>	SC-S19041C-008:WS 08 Electrical - Hart Electric
<b>DATE CREATED:</b>	10/19/2023	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>	Dale Anderson	<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	10/24/2023	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	PR 49 Heaters in hallway	<b>CHANGE REASON:</b>	Client Request
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$8,922.68

**DESCRIPTION:**  
CE #065 - FWO; (PR 49) heaters in hallway

**ATTACHMENTS:**  
[Estimate 1540.pdf](#)

**CHANGE ORDER LINE ITEMS:**

**CCO #013**

#	Cost Code	Description	Type	Amount
1	5--5.08 - Work Scope 08	FWO; heaters in hallway	Other	\$ 8,922.68
<b>Subtotal:</b>				\$8,922.68
<b>Grand Total:</b>				<b>\$8,922.68</b>

The original (Contract Sum)	\$ 917,315.00
Net change by previously authorized Change Orders	\$ 56,929.98
The contract sum prior to this Change Order was	\$ 974,244.98
The contract sum would be changed by this Change Order in the amount of	\$ 8,922.68
The new contract sum including this Change Order will be	\$ 983,167.66
The contract time will not be changed by this Change Order by 0 days	

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

Hart Electric  
1959 Highway 37  
Hibbing Minnesota 55746

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

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

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

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

## DRAFT

### Contract Change Order #020: CE #061 - FWO; RFI 63: Wainscot in vestibule 203And Hall 205. | CE #080 - Grading at the building | CE #086 - FWO; grind West Arena existing concrete floor | CE #091 - PR 62 (Restrooms 214 & 215) Ceiling Tile

CONTRACT COMPANY:	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	CONTRACT FOR:	SC-S19041C-003:Work Scope 03 - General Construction - TNT
DATE CREATED:	10/19/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:	Glen Hodgson	LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	10/24/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	Multiple bundled changes	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$25,583.24

#### DESCRIPTION:

CE #061 - FWO; RFI 63: Wainscot in vestibule 203And Hall 205.  
Proceed with the direction in RFI 63.

CE #080 - Grading at the building

See the attached Exhibits for grading at the building. Provide a Quote for a detailed cost breakdown.

CE #086 - FWO; grind West Arena existing concrete floor

CE #091 - PR 62 (Restrooms 214 & 215) Ceiling Tile

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

#### ATTACHMENTS:

[RFP #62.pdf](#) [TNT RFP 62.pdf](#) [10-13-23 Flume Concrete work Total 3884.00.pdf](#) [10-16-23 Flume dirt work Total 3550.00.pdf](#) [10-13-23 Flume Dirt work 2 Total 3570.00.pdf](#) [10-2-23 lay block 1710.00.pdf](#) [9-18-23 cut out curbs 593.00.pdf](#) [9-21-23 Misc. grinding 861.00.pdf](#) [9-18-23 misc grinding 677.00.pdf](#) [10-2-23 self level south side of rink 3229.00.pdf](#) [9-22-23 misc grinding and sand bag removal 1354.00.pdf](#) [9-25-23 Remove concrete slab around damaged drain 2799.00.pdf](#) [17073.3 - RFP 62 - Ceiling Tile.pdf](#) [TNT service order.pdf](#) [SEH Grading Exhibit IRA Civic Center.pdf](#) [Additional Note for SEH Grading Exhibit IRA Civic Center.pdf](#)

#### CHANGE ORDER LINE ITEMS:



**CCO #020**

#	Cost Code	Description	Type	Amount
1	5--5.03 - Work Scope 03	FWO; RFI 63: Wainscot in vestibule 203And Hall 205.	Other	\$ 1,415.24
2	5--5.03 - Work Scope 03	Grading at the building	Other	\$ 11,004.00
3	5--5.03 - Work Scope 03	FWO; grind West Arena existing concrete floor	Other	\$ 11,218.00
4	5--5.03 - Work Scope 03	PR 62 (Restrooms 214 & 215) Ceiling Tile	Other	\$ 1,946.00
Subtotal:				\$25,583.24
Grand Total:				<b>\$25,583.24</b>

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 409,857.12
The contract sum prior to this Change Order was	\$ 2,779,957.12
The contract sum would be changed by this Change Order in the amount of	\$ 25,583.24
The new contract sum including this Change Order will be	\$ 2,805,540.36
The contract time will not be changed by this Change Order by 0 days	

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

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

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

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

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

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

## DRAFT

### Contract Change Order #014: CE #055 - PR 39 Reduce floor boxes in Upper Lobby

<b>CONTRACT COMPANY:</b>	Hart Electric 1959 Highway 37 Hibbing, Minnesota 55746	<b>CONTRACT FOR:</b>	SC-S19041C-008:WS 08 Electrical - Hart Electric
<b>DATE CREATED:</b>	10/19/2023	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>	Dale Anderson	<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	10/24/2023	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	PR 39 Reduce floor boxes in the Upper Lobby	<b>CHANGE REASON:</b>	Value Engineering
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	(\$12,282.40)

#### DESCRIPTION:

CE #055 - PR 39 Reduce floor boxes in Upper Lobby  
See the attached PR. Provide a Quote with a detailed cost breakdown.

#### ATTACHMENTS:

[Estimate 1539.pdf](#) [17073.30 - RFP 39 Floor Boxes.pdf](#)

#### CHANGE ORDER LINE ITEMS:

##### CCO #014

#	Cost Code	Description	Type	Amount
1	5--5.08 - Work Scope 08	PR 39 Reduce floor boxes in Upper Lobby	Other	(\$12,282.40)
Subtotal:				(\$12,282.40)
Grand Total:				(\$12,282.40)

The original (Contract Sum)	\$ 917,315.00
Net change by previously authorized Change Orders	\$ 56,929.98
The contract sum prior to this Change Order was	\$ 974,244.98
The contract sum would be changed by this Change Order in the amount of	(\$12,282.40)
The new contract sum including this Change Order will be	\$ 961,962.58
The contract time will not be changed by this Change Order by 0 days	



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

**Hart Electric**  
1959 Highway 37  
Hibbing Minnesota 55746

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

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

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73



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider accepting proposal from Gartner Temperature controls for Civic Center Remote Thermostats.

**PREPARED BY:** Kimberly Gibeau for Glen Hodgson

---

**BACKGROUND:**

Attached is a proposal from Gartner Temperature Controls. The proposal is related to heating controls in the Civic Center. As you know, there are gas-fired infrared heaters in the west venue. The work included in this proposal will relocate the thermostats for controlling the heaters. The proposed work would move the thermostats out of public space and into the manager's office. Protected, remote temperature sensors would remain in the venue.

The proposed cost for this work is \$3,067.00. Project staff requested this proposal and recommend approval of the work.

**REQUESTED COUNCIL ACTION:**

Make a motion to accepting proposal from Gartner Temperature controls for Civic Center Remote Thermostats

2331 W. Superior St.  
Duluth, MN. 55806  
Phone: 218-722-4439  
Fax: 218-722-3422  
www.gartner1.com

Specializing in:  
Temperature Control  
Building Automation  
New Construction  
Design Build  
Remodel / Retrofits  
L.E.E.D. ®  
Construction  
Service &  
Maintenance  
Energy Conservation  
Indoor Air Quality  
Honeywell  
WEBs-AX™  
Spyder™  
DDC Technology

IRA Civic Center Remote Thermostat Pricing

October 16, 2023

Attention: Dale Anderson

Per request, Gartner is providing pricing for labor and materials to add remote sensor capability for the 4 zones of the infrared tube heaters installed under the project. This pricing solution will prevent having thermostats that can be damaged in the public spaces. Remote temperature sensors in a stainless steel plate will be mounted in the public spaces and the programmable thermostat will be located out of the public spaces to prevent tampering or damage. Please contact Adam or myself with questions or to proceed with the work.

Labor and materials to provide thermostats with remote sensors.....\$ 3,067.00

Alan Gajda  
Gartner Temperature Controls  
218-740-1137



**Honeywell**



AUTHORIZED CONTROLS INTEGRATOR



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider assisting Kootasca with a fully accessible playground with in-kind services and \$5,000 from the City's Park Land Dedication account.

**PREPARED BY:** Dale Anderson, Director of Parks & Recreation

---

### BACKGROUND:

Referencing City Administrator Pagel's letter of support (attached), I am proposing that we assist Kootasca with in-kind services from our Public Works Department and \$5,000 from our Park Land Dedication account to help fund the project.

### REQUESTED COUNCIL ACTION:

Make a motion to assist Kootasca with a fully accessible playground with in-kind services and \$5,000 from the City's Park Land Dedication account.





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

ADMINISTRATION DEPARTMENT

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

February 23, 2023

To Whom It May Concern:

This letter is written in support of KOOTASCA Community Action's application for the IRRRB Culture and Tourism grant. The City of Grand Rapids looks forward to partnering with KOOTASCA in the development of a fully accessible playground at the former Murphy elementary school location.

The location and the accessibility of the playground will reach a population of underserved children and families. Currently, a community playground does not exist within several city blocks of the former Murphy school and the accessibility of our community's existing playgrounds is limited.

To support KOOTASCA in their efforts the City of Grand Rapids is ready to commit \$5,000 to the project and assist with in-kind services. We strongly support KOOTASCA Community Action's plans for a fully accessible playground and hope that you will look favorably upon their application.

Regards,

A handwritten signature in black ink, which appears to read "Tom Pagel", is positioned above the printed name.

Tom Pagel  
City Administrator



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider adoption of a resolution approving a Development Assistance Agreement with SE 7<sup>th</sup> Avenue Distribution LLC and providing the form, terms, covenants, and directions for the issuance of a Tax Increment Revenue Not in connection therewith.

**PREPARED BY:** Rob Mattei, Director of Community Development

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### BACKGROUND:

On September 25<sup>th</sup> the City Council conducted a public hearing to consider a request from SE 7<sup>th</sup> Ave. Distribution LLC for TIF and tax abatement business assistance for the project to develop a 210,000 square foot distribution center for L&M Fleet Supply. Following that public hearing the City Council approved three resolutions:

1. Modification to the Development Program for Municipal Development District 1 and the proposed establishment of Tax Increment Financing District No. 1-14: L&M Supply; and
2. Approval of tax abatement for L&M Supply after decertification of the TIF District
3. Approval establishing an inter fund loan in connection with the TIF District.

At the time of that meeting, the process of review and agreement on the attached Development Assistance Agreement between the City, the Grand Rapids Economic Development Authority and SE 7<sup>th</sup> Avenue Distribution LLC was not complete.

That work is now complete and consideration of a resolution approving the Agreement can be acted upon by all the parties.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the resolution approving a Development Assistance Agreement with SE 7<sup>th</sup> Avenue Distribution LLC and providing the form, terms, covenants, and directions for the issuance of a Tax Increment Revenue Not in connection therewith.

## CITY OF GRAND RAPIDS, MINNESOTA

## RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING A DEVELOPMENT ASSISTANCE  
AGREEMENT WITH SE 7TH AVENUE DISTRIBUTION LLC  
AND PROVIDING THE FORM, TERMS, COVENANTS AND  
DIRECTIONS FOR THE ISSUANCE OF A TAX INCREMENT  
REVENUE NOTE IN CONNECTION THEREWITH**

BE IT RESOLVED by the by the City Council (the “City Council”) of the City of Grand Rapids, Minnesota (the “City”) as follows:

Section 1. Recitals.

1.01. On September 25, 2023, following a duly noticed public hearing, the City established Tax Increment Financing District No. 1-14: L&M (the “TIF District”), an economic development district within Municipal Development District No. 1 in the City, and adopted a Tax Increment Financing Plan therefor.

1.02. SE 7<sup>th</sup> Ave Distribution LLC, a Minnesota limited liability company, or an affiliate thereof or an entity related thereto (the “Developer”), plans to purchase certain real property in the TIF District (the “Property”), which is currently or will be owned by the Grand Rapids Economic Development Authority (the “Authority”), a body corporate and politic organized and existing under the laws of the State of Minnesota.

1.03. The Developer proposes to acquire the Property from the Authority and construct, improve and equip thereon an approximately 210,000 square foot warehouse and distribution center (the “Project”) to be owned by the Developer and operated by L & M Supply, Inc., a Minnesota corporation (the “Tenant”), in connection with the expansion of the Tenant’s existing business.

1.04. To make the Project financially feasible, the Developer has requested financial assistance from the City and the Authority in the form of tax increment financing assistance, a property tax abatement, and a write down of the land acquisition price from the Authority.

1.05. The City proposes to reimburse the Developer for certain qualified costs for the Project in an amount not to exceed \$3,479,084, through the issuance of the City’s pay as you go Taxable Tax Increment Revenue Note (L & M Supply Project) (the “TIF Note”), subject to the terms and conditions set forth in that certain Development Assistance Agreement, by and between the City, the Authority, and the Developer (the “Agreement”).

1.06. On September 25, 2023, following a duly noticed public hearing, the City Council approved a property tax abatement (the “Abatement”) on the Property to complete the Project. The Abatement is for a term of up to twenty (20) years, beginning the year following the year the TIF District is decertified, in an amount not to exceed \$3,734,740 (consisting of principal and interest) and is evidenced by the City’s Taxable Abatement Revenue Note (L & M Supply Project) (the “Abatement Note”), which is subject to the terms and conditions set forth in the Agreement.

1.07. On September 28, 2023, the Authority held a duly noticed public hearing on the sale of the Property to the Developer, and on October 26, 2023, the Authority will consider the Agreement and the provision of a reduction in the purchase price from the fair market value of the Property contained therein (the “Land Write Down”).

1.08. The assistance provided to the Developer pursuant to the Agreement in the form of the TIF Note, the Abatement Note and the Land Write Down (collectively, the “Assistance”) constitutes a business subsidy within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”), and on September 25, 2023, the City Council held a duly noticed public hearing on the Assistance. The Agreement includes a business subsidy agreement whereby the Developer shall agree to meet certain job and wage goals in connection with the Assistance as required by the Business Subsidy Act.

## Section 2. Agreement Approved.

2.01. Subject to approval of the Agreement by the Authority, the City hereby approves the Agreement substantially in accordance with the terms set forth in the form presented to the City Council including the provisions granting a business subsidy to the Developer, together with any related documents necessary in connection therewith, including the TIF Note, the Abatement Note, and without limitation all documents, exhibits, certifications or consents referenced in or attached to the Agreement (collectively, the “Development Documents”) and hereby authorizes the Mayor and the City Administrator to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Development Documents on behalf of the City, and to carry out, on behalf of the City, the City’s obligations thereunder when all conditions precedent thereto have been satisfied.

2.02. The approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act in their behalf.

2.03. Upon execution and delivery of the Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Development Documents.

Section 3. TIF Note Authorized. The City hereby approves the issuance of the TIF Note pursuant to the Agreement. The TIF Note shall be issued in the maximum aggregate principal amount of \$3,479,084 to the Developer, in consideration of certain eligible costs incurred by the Developer under the Agreement, shall be dated the date of delivery thereof, and shall bear interest at a rate of 6.50% per annum. The TIF Note is secured by Pledged Tax Increment, as further described in the Agreement. The City Council hereby delegates to the City Administrator the determination of the date on which the TIF Note is to be delivered, in accordance with the Agreement.

## Section 4. Form of TIF Note; Terms and Delivery of the TIF Note.

4.01 The TIF Note shall be in substantially the form attached hereto as Exhibit A, with the blanks to be properly filled in and the principal amount adjusted as of the date of issue in accordance with the Agreement.

4.02. Denomination, Payment. The TIF Note shall be issued as a single typewritten note numbered R-1. The TIF Note shall be issuable only in fully registered form. Principal of and interest on the TIF Note shall be payable by check or draft issued by the Registrar described herein.

4.03. Payment Dates. Principal of and interest on the TIF Note shall be payable on each February 1 and August 1 commencing August 1, 2026 and thereafter to and including the Final TIF Payment Date (as defined in the Agreement).

4.04. Registration and Transfer. The City hereby appoints the Director of Finance to perform the functions of registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its office a bond register in which the Registrar shall provide for the registration of ownership of the TIF Note and the registration of transfers and exchanges of the TIF Note.

(b) Transfer of TIF Note. Upon surrender for transfer of the TIF Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, and consent to such transfer by the City if required pursuant to the Agreement, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new TIF Note of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until such Payment Date.

(c) Cancellation. The TIF Note surrendered upon any transfer shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(d) Improper or Unauthorized Transfer. When the TIF Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is reasonably satisfied that the endorsement on such TIF Note or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the TIF Note is at any time registered in the bond register as the absolute owner of the TIF Note, whether the TIF Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such TIF Note and for all other purposes, and all such payments so made to any such registered owner or upon the owner’s order shall be valid and effectual to satisfy and discharge the liability of the City upon such TIF Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the TIF Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange.

(g) Mutilated, Lost, Stolen or Destroyed TIF Note. In case any TIF Note shall become mutilated or be lost, stolen, or destroyed, the Registrar shall deliver a new TIF Note of like amount, Termination Dates and tenor in exchange and substitution for and upon cancellation of such mutilated TIF Note or in lieu of and in substitution for such TIF Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the TIF Note

lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that such TIF Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. The TIF Note so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen, or destroyed TIF Note has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new TIF Note prior to payment.

4.05. Preparation and Delivery. The TIF Note shall be prepared under the direction of the City Administrator and shall be executed on behalf of the City by the signatures of its Mayor and City Administrator. In case any officer whose signature shall appear on the TIF Note shall cease to be such officer before the delivery of the TIF Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the TIF Note has been so executed, it shall be delivered by the City Administrator to the owner thereof in accordance with the Agreement.

Section 5. Security Provisions.

5.01. Pledge. The City hereby pledges to the payment of the principal of and interest on the TIF Note all Pledged Tax Increments as defined in the TIF Note. Pledged Tax Increments shall be applied to payment of the principal of and interest on the TIF Note in accordance with the terms of the form of TIF Note set forth in Exhibit A of this resolution.

Section 6. Certification of Proceedings.

6.01. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the owner of the TIF Note certified copies of all proceedings and records of the City, and such other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the TIF Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates, and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 7. Effective Date. This resolution shall be effective upon approval.

Adopted on October 23, 2023 by the City Council of the City of Grand Rapids, Minnesota.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXHIBIT A  
FORM OF TIF NOTE**

. R-1

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF ITASCA  
CITY OF GRAND RAPIDS, MINNESOTA

TAXABLE TAX INCREMENT REVENUE NOTE  
(L & M SUPPLY PROJECT)

<u><b>Rate</b></u>	<u><b>Date of Issuance</b></u>	<u><b>Principal Amount</b></u>
6.50%	_____, 20__	\$ _____

The City of Grand Rapids, Minnesota (the “City”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to SE 7th Ave Distribution LLC, a Minnesota limited liability company (the “Developer”), or its registered assigns (the “Registered Owner”), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

This Note is issued pursuant to that certain Development Assistance Agreement, dated as of October 26, 2023, as the same may be amended from time to time (the “Agreement”), by and between the City, the Grand Rapids Economic Development Authority, and the Developer. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

Simple, non-compounding interest shall accrue on the outstanding principal amount of the Note at a rate equal to 6.50% per annum; provided that no interest shall accrue on this Note during any period that an Event of Default has occurred, and such Event of Default is continuing, under the Agreement and City has exercised its remedy under the Agreement to suspend payment on the Note. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The amounts due under this Note shall be payable on each February 1 and August 1 commencing August 1, 2026 and thereafter to and including the Final TIF Payment Date (as defined in the Agreement) (collectively, the “TIF Payment Dates”). On each TIF Payment Date, the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last Business Day preceding such TIF Payment Date an amount equal to 90% of the Tax Increments as defined in the Agreement received by the City during the 6-month period preceding such TIF Payment Date (the “Pledged Tax Increments”).

Payments on this Note shall be payable solely from the Pledged Tax Increments. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. If Pledged Tax Increments are insufficient to pay any accrued interest due, such unpaid interest shall be carried forward without interest.

This Note shall terminate and be of no further force and effect following the Final TIF Payment Date defined above, or any date upon which the City shall have terminated the Agreement under Section 5.2 thereof or on the date that all principal and interest payable hereunder shall have been or deemed paid in full, whichever occurs earliest. This Note may be prepaid in whole or in part at any time without penalty.

The City makes no representation or covenant, express or implied, that the Pledged Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. There are risk factors in the amount of Tax Increments that may actually be received by the City and some of those factors are listed on the attached Exhibit 1. The Registered Owner acknowledges these risk factors and understands and agrees that payments by the City under this Note are subject to these and other factors.

The City's payment obligations hereunder subject to the conditions that (i) no Event of Default under Section 5.1 of the Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, and (ii) the Agreement shall not have been terminated pursuant to Section 5.2 thereof, and (iii) all conditions set forth in Section 3.2(2) of the Agreement have been satisfied as of such date. Any such suspended and unpaid amounts shall become payable, without interest accruing thereon in the meantime, if this Note has not been terminated in accordance with Section 5.2 of the Agreement and said Event of Default shall thereafter have been cured in accordance with Section 5.2 of the Agreement. If pursuant to the occurrence of an Event of Default under the Agreement the City elects, in accordance with the Agreement to cancel and rescind the Agreement and/or this Note, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Agreement, for a fuller statement of the rights and obligations of the City to pay the principal of this Note and the interest thereon, and said provisions are hereby incorporated into this Note as though set out in full herein.

THIS NOTE IS A SPECIAL, LIMITED REVENUE OBLIGATION OF THE CITY AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS NOTE IS NOT A GENERAL OBLIGATION OF THE CITY, AND THE FULL FAITH AND CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE AND NO PROPERTY OR OTHER ASSET OF THE CITY, SAVE AND EXCEPT THE ABOVE-REFERENCED PLEDGED TAX INCREMENTS, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.

The Registered Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the City or of any other public body, and neither the City nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration thereof or otherwise.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

This Note may be assigned only as provided in Section 4.8 of the Agreement and subject to the assignee executing and delivering to the City the Acknowledgment Regarding TIF Note in the form set forth in Exhibit 2 attached hereto. Additionally, in order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records maintained by the City for the Note. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.



IN WITNESS WHEREOF, the City of Grand Rapids, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be dated as of \_\_\_\_\_.

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

## CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was, as of the latest date listed below, registered in the name of the last Registered Owner noted below on the books kept by the undersigned for such purposes and any prior registrations are null and void as of such date.

NAME AND ADDRESS OF  
REGISTERED OWNER

DATE OF  
REGISTRATION

SIGNATURE OF  
FINANCE DIRECTOR

SE 7th Ave Distribution LLC  
P.O. Box 280  
Grand Rapids, MN 55744


## Exhibit 1 To Taxable TIF Note

### RISK FACTORS

Risk factors on the amount of Tax Increments that may actually be received by the City include but are not limited to the following:

1. Value of Project. If the contemplated Project (as defined in the TIF Agreement) constructed in the tax increment financing district is completed at a lesser level of value than originally contemplated, it will generate fewer taxes and fewer tax increments than originally contemplated.
2. Damage or Destruction. If the Project is damaged or destroyed after completion, its value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Project may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Project, all of which would reduce taxes and tax increments.
3. Change in Use to Tax-Exempt. The Project could be acquired by a party that devotes it to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.
4. Depreciation. The Project could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.
5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.
6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).
7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.
8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is distributed by Hennepin County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

Exhibit 2  
To Taxable TIF Note

**ACKNOWLEDGMENT REGARDING TIF NOTE**

The undersigned, \_\_\_\_\_ a \_\_\_\_\_ (“Note Holder”), hereby certifies and acknowledges that:

A. On the date hereof the Note Holder has [acquired from]/[made a loan (the “Loan”) [to/for the benefit] of] SE 7th Ave Distribution LLC, a Minnesota limited liability company (the “Developer”), [secured in part by] the Taxable Tax Increment Revenue Note (L & M Supply Project), a pay-as-you-go tax increment revenue note in the original principal amount of \$\_\_\_\_\_, dated \_\_\_\_\_, 20\_\_ of the City of Grand Rapids, Minnesota (the “City”), a copy of which is attached hereto (the “Note”).

B. The Note Holder has had the opportunity to ask questions of and receive all information and documents concerning the Note as it requested, and has had access to any additional information the Note Holder thought necessary to verify the accuracy of the information received. In determining to [acquire the Note]/[make the Loan], the Note Holder has made its own determinations and has not relied on the City or information provided by the City.

C. The Note Holder represents and warrants that:

1. The Note Holder is acquiring [the Note]/[an interest in the Note as collateral for the Loan] for its own account, and without any view to resale or other distribution.

2. The Note Holder is (i) the owner of the Development Property or (ii) a financial institution or an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, and as further described in **Exhibit 1A** hereto and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of acquiring [and holding the Note] [an interest in the Note as collateral for the Loan].

3. The Note Holder understands that the Note is a security which has not been registered under the Securities Act of 1933, as amended, or any state securities law, and must be held until its sale is registered or an exemption from registration becomes available.

4. The Note Holder is aware of the limited payment source for the Note and interest thereon and risks associated with the sufficiency of that limited payment source.

D. The Note Holder understands that the Note is payable solely from certain tax increments derived from certain properties located in a tax increment financing district, if and as received by the City. The Note Holder acknowledges that the City has made no representation or covenant, express or implied, that the revenues pledged to pay the Note will be sufficient to pay, in whole or in part, the principal and interest due on the Note. Any amounts which have not been paid on the Note on or before the final maturity date of the Note shall no longer be payable, as if the Note had ceased to be an obligation of the City. The Note Holder understands that the Note will never represent or constitute a general obligation, debt or bonded indebtedness of the City, the State of Minnesota, or any political subdivision thereof and that no right will exist to have taxes levied by the City, the State of Minnesota or any political subdivision thereof for the payment of principal and interest on the Note.

E. The Note Holder understands that the Note is payable solely from certain tax increments, which are taxes received on improvements made to certain property (the “Improvements”) in a tax increment financing district from the increased taxable value of the property over its base value at the time that the tax increment financing district was created, which base value is called “original net tax capacity”. There are risk factors in relying on tax increments to be received, which include, but are not limited to, the following:

1. Value of Improvements. If the contemplated Improvements constructed in the tax increment financing district are completed at a lesser level of value than originally contemplated, they will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is

distributed by Itasca County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

F. The Note Holder acknowledges that the Note was issued pursuant to a Development Assistance Agreement between the City, the Grand Rapids Economic Development Authority, and the Developer, dated October 26, 2023 (“Development Agreement”), and that the City has the right to suspend payments under this Note and/or terminate the Note upon an Event of Default under the Development Agreement.

G. The Note Holder acknowledges that the City makes no representation about the tax treatment of, or tax consequences from, the Note Holder’s acquisition of [the Note]/[an interest in the Note as collateral for the Loan].

WITNESS our hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Note Holder:**

\_\_\_\_\_  
By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its \_\_\_\_\_

DEVELOPMENT ASSISTANCE AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS, MINNESOTA,  
THE GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY,  
AND

SE 7TH AVE DISTRIBUTION LLC

This document drafted by:

Kennedy & Graven, Chartered (GAF)  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402



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## DEVELOPMENT ASSISTANCE AGREEMENT

THIS DEVELOPMENT ASSISTANCE AGREEMENT (the “Agreement”), made as of the \_\_\_ day of \_\_\_\_\_, 2023, by and between THE CITY OF GRAND RAPIDS, MINNESOTA, a municipal corporation and political subdivision organized and existing under the Constitution and laws of the State of Minnesota (the “City”), the GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), and SE 7TH AVE DISTRIBUTION LLC, a Minnesota limited liability company (the “Developer”).

### WITNESSETH:

WHEREAS, the City has undertaken a program to promote economic development and job opportunities and to promote the development of land which is underutilized within the City, and in connection therewith, created a development project known as Municipal Development District No. 1 (the “Development District”) and developed a Development Program (the “Development Program”) therefor pursuant to Minnesota Statutes, Sections 469.124 to 469.133, as amended; and

WHEREAS, the Authority was created pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 (the “Act”) and was authorized to transact business and exercise its powers by a resolution of the City Council of the City and has undertaken a program to promote economic development and job opportunities and to promote the development of land which is underutilized within the City, and in connection therewith, created a development project known as the EDA Development District (the “EDA Development District”); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”), the City has created, within the Development District on property legally described in **Exhibit A** attached hereto, Tax Increment Financing District No. 1-14: L & M Supply, qualified as an economic development tax increment financing district (the “TIF District”), and has adopted a Tax Increment Financing Plan therefor (the “TIF Plan”), approved by the City Council of the City (the “City Council”) on September 25, 2023, which provides for the use of tax increment financing in connection with certain development within the Development District and TIF District; and

WHEREAS, in order to achieve the objectives of the Development Program and the TIF Plan, the Developer has requested tax increment financing assistance from the City to finance certain costs of the Project (as hereinafter defined) to be constructed within the TIF District as more particularly set forth in this Agreement; and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Tax Abatement Act”), the City has established a Tax Abatement Program (as defined herein); and

WHEREAS, the Developer has also requested tax abatement assistance from the City to finance certain other costs of the Project as more particularly set forth in this Agreement; and

WHEREAS, the Developer has also requested financial assistance in the form of the Land Write Down (as defined herein) from the Authority to finance the acquisition of the Development Property (as defined herein) from the Authority as more particularly set forth in this Agreement; and

WHEREAS, the requirements of Minnesota Statutes, Section 116J.993 through 116J.995, as amended (the “Business Subsidy Act”), apply to this Agreement; and

WHEREAS, both the City and the Authority have adopted criteria for awarding business subsidies that complies with the Business Subsidy Act, after public hearings for which notice was published in accordance with the Business Subsidy Act; and

WHEREAS, the City Council of the City (the “City Council”) and the Board of Commissioners of the Authority (the “Board”) have approved this Agreement as a business subsidy agreement under the Business Subsidy Act and have held duly noticed public hearings thereon; and

WHEREAS, the City and the Authority believe that the development of the Project and fulfillment of this Agreement are vital and are in the best interests of the City and the Authority, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Abatement Payment Date means each February 1 and August 1, commencing on the earlier of (i) the February 1 or August 1, whichever is first, following the Final TIF Payment Date and the satisfaction of the conditions set forth in Section 3.3(1) to and including the Final Tax Abatement Payment Date; provided, that if any such Abatement Payment Date should not be a Business Day, the Abatement Payment Date shall be the next succeeding Business Day;

Administrative Costs has the meaning set forth in Section 3.7;

Agreement means this Development Assistance Agreement, as the same may be from time to time modified, amended or supplemented;

Authority means the Grand Rapids Economic Development Authority, a body corporate and politic organized and existing under the laws of the State;

Benefit Date means the date on which a certificate of occupancy is issued by the City for the Project;

Board means the Board of Commissioners of the Authority;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Business Subsidy Act means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended;

Certificate of Completion means a Certificate of Completion with respect to the Project executed by the City pursuant to Section 4.4, in substantially the form set forth in **Exhibit E** attached hereto;

City means the City of Grand Rapids, Minnesota;

City Council means the City Council of the City;

City Financial Assistance means the financial assistance to be offered by the City to the Developer through the TIF Plan and the Tax Abatement Program as provided for in Article III of this Agreement in an aggregate principal amount not to exceed \$4,251,782;

Closing Date means individually or collectively as the context implies, the date or dates of the closing on the sale of the Development Property by the Authority to the Developer, pursuant to the Purchase Agreements;

Construction Documents means the following documents, all of which shall be in form and substance acceptable to the City: (a) evidence satisfactory to the City showing that the Project conforms to applicable zoning, subdivision and building code laws and ordinances, including a copy of the building permit for the Project; (b) a copy of the executed standard form of agreement between owner and architect for architectural services for the Project, if any; and (c) a copy of the executed General Contractor's contract for the Project, if any;

Construction Plans means the plans, specifications, drawings and related documents for the construction of the Project which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City;

County means Itasca County, Minnesota;

Developer means SE 7th Ave Distribution LLC, a Minnesota limited liability company, and its authorized successors and assigns;

Development District means Municipal Development District No. 1, as amended;

Development Program means the Development Program for the Development District, as amended;

Development Property means the real property located in the City and legally described in **Exhibit B** attached to this Agreement;

Event of Default means any of the events described in Section 6.1 hereof;

Final Abatement Payment Date means the earliest of (i) the date on which the entire principal on the Tax Abatement Note has been paid in full; (ii) February 1, 2055; (iii) any earlier date this Agreement or the Tax Abatement Note is terminated or cancelled in accordance with the terms hereof or deemed paid in full; or (v) the date the City cancels the Tax Abatement Note upon a written request for termination from the Developer

Final TIF Payment Date means the earliest of (i) the date on which the entire principal on the TIF Note has been paid in full; (ii) February 1, 2035; (iii) any earlier date this Agreement or the TIF Note is terminated or cancelled in accordance with the terms hereof or deemed paid in full; (iv) the February 1 following the date the TIF District is terminated in accordance with the TIF Act; or (v) the date the City cancels the TIF Note upon a written request for termination from the Developer;

General Contractor means the general contractor to be chosen by the Developer, in its sole discretion;

Land Write Down means the reduction of the purchase price from fair market value provided to the Developer by the Authority pursuant to the terms of Section 3.4 hereof;

Net Tax Capacity has the meaning provided in Minnesota Statutes, Section 273.13, subdivision 21b, as it may be amended from time to time;

Pledged Tax Abatements mean 100% of the Tax Abatements for the tax-payable years during which payments of Tax Abatements shall be made to the Developer in accordance with Section 3.3 hereof (estimated to commence August 1, 2035 and ending no later than February 1, 2055);

Pledged Tax Increments means for any six-month period, 90% of the Tax Increments received by the City since the previous TIF Payment Date;

Project means the acquisition of the Development Property by the Developer from the Authority and the construction and equipping thereon of an approximately 210,000 square foot warehouse and distribution center to be owned by the Developer and operated by the Tenant in connection with the expansion of an existing business;

Public Development Costs means the public development costs of the Project incurred by the Developer, or its assigns listed in **Exhibit F** attached hereto which the City intends to reimburse partially through the TIF Note and partially through the Tax Abatement Note;

Purchase Agreements means collectively, the Purchase Agreement, dated \_\_\_\_\_, 2023, between the Authority and the Developer relating to the portion of the Development Property with the parcel identification numbers 91-033-1410, 91-033-1420, and 91-033-1430 and the Purchase Agreement, to be entered into, between the Authority and the Developer relating to the portion of the Development Property with the parcel identification number 91-033-1406, pursuant to which the Authority has agreed to sell the four parcels that comprise the Development Property to the Developer and the Developer has agreed to purchase the four parcels that comprise the Development Property from the Authority;

State means the State of Minnesota;

Tax Abatements mean a portion of the City's share of annual real estate taxes received by the City with respect to the Development Property in an amount calculated in each tax-payable year as follows: the City tax rate for such tax-payable year multiplied by the difference between the Net Tax Capacity of the Development Property as improved by the Project, as of January 2 in the prior year, less \$12,608 (i.e. the Net Tax Capacity of the Development Property, as established by the County assessor on January 2, 2022 for taxes payable in 2023) and excluding the portion of the Net Tax Capacity attributable to the areawide tax under Minnesota Statutes, Chapter 276A, then abated in accordance with the Tax Abatement Program;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended;

Tax Abatement Note means the Taxable Abatement Revenue Note (L & M Supply Project), to be executed by the City and delivered to the Developer pursuant to Section 3.3 hereof, substantially in the form set forth in **Exhibit D** attached hereto;

Tax Abatement Program means the terms set forth in the abatement resolution adopted by the City on September 25, 2023;

Tax Increments means the tax increments derived from the Development Property and the improvements thereon which have been received and are permitted to be retained by the City in accordance with the TIF Act, including without limitation Minnesota Statutes, Section 469.177, as amended;

Tenant means L & M Supply, Inc., a Minnesota corporation, and its authorized successors and assigns;

Termination Date means, with respect to this Agreement, the earliest of: (i) February 1, 2055; (ii) the date that both the TIF Note and the Tax Abatement Note are paid in full; (iii) the date the City cancels both the TIF Note and the Tax Abatement Note upon a written request for termination from the Developer; or (iv) the date the Agreement is cancelled in accordance with the terms hereof;

TIF Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

TIF District means Tax Increment Financing District No. 1-14: L & M, located within the Development District in the City, consisting of the property legally described in **Exhibit A** attached hereto, which was established as an economic development district under the TIF Act;

TIF Note means the Taxable Tax Increment Revenue Note (L & M Supply Project) to be executed by the City and delivered to the Developer pursuant to Section 3.2 hereof, substantially in the form attached hereto as **Exhibit C**; and

TIF Payment Date means each February 1 and August 1, commencing on August 1, 2026 and thereafter to and including the Final TIF Payment Date; provided, that if any such TIF Payment Date should not be a Business Day, the TIF Payment Date shall be the next succeeding Business Day;

TIF Plan means the tax increment financing plan approved for the TIF District;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which include but are not limited to those which are the direct result of strikes, other labor troubles, unavailability of materials, hazardous materials, terrorism, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.



## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

- (1) The City is a municipal corporation organized and existing under the Constitution and laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (2) The City has taken the actions necessary to establish the TIF District as an “economic development district” within the meaning of Minnesota Statutes, Section 469.174, Subdivision 12.
- (3) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act and the City made the findings required by the Tax Abatement Act for the Tax Abatement Program.
- (4) The Project contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program and the TIF Plan.
- (5) The City will apply for a Wetlands Conservation Act permit on behalf of the Developer.
- (6) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer’s purposes or needs.

Section 2.2 Representations and Warranties of the Authority. The Authority makes the following representations and warranties:

- (1) The Authority is a public body corporate and politic organized and existing under the Constitution and laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (2) The Authority makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer’s purposes or needs.

Section 2.3 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (1) The Developer is a Minnesota limited liability company duly and validly organized and existing in good standing under the laws of the State, and has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of any law of the State.
- (2) The Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.
- (3) If and when constructed, the Developer will cause the Project to be constructed in accordance with this Agreement and all City, County, State and federal laws and regulations (including,

but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations including the Americans with Disabilities Act).

(4) Before the Project may be constructed, the Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable City, County, State, and federal laws and regulations.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer understands that the City and the Authority may subsidize or encourage other developments in the City, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the City and the Authority have informed the Developer that development of the Development Property will not be favored over the development of other properties.

(7) No member of the City Council, no other officer of the City, no member of the Board or other officer of the Authority has either a direct or indirect financial interest in this Agreement, nor will any member of the City Council, any other officer of the City, any member of the Board or any other officer of the Authority benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

(8) The Developer is not currently in default under any business subsidy agreement with any grantor, as such terms are defined in the Business Subsidy Act.

(9) The Developer did not obtain a building permit for any portion of the Project or for any other improvements on the Property not included in the calculation of the original tax capacity before the date of original approval of the TIF Plan by the City.

(10) The total development costs of the Project are estimated to be approximately \$55,427,035, and the sources of revenue to pay such costs are approximately \$\_\_\_\_\_, excluding the tax increment assistance, land write down, and tax abatement assistance, and the Developer has been unable to obtain additional private financing for the total development costs.

(11) The proposed development by the Developer hereunder would not occur but for the City Financial Assistance and the Land Write Down being provided by the City and the Authority hereunder.

(12) The Developer represents that although the Tenant is moving its warehouse and distribution from LaPrairie, Minnesota ("LaPrairie") due to challenges for expanding at its existing site, the Tenant intends to retain its corporate campus in LaPrairie for at least five years from the Benefit Date and the Project will result in a net increase in jobs in the State.

## ARTICLE III

### UNDERTAKINGS BY DEVELOPER AND CITY

#### Section 3.1     Project and Public Development Costs.

(1) The Developer will acquire the Development Property from the Authority in accordance with the terms of the Purchase Agreements and cause the Project to be constructed on the Development Property substantially in conformance with the terms of this Agreement and all local, state, and federal laws and regulations including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations. The City acknowledges that this Agreement is the “Development Assistance Agreement” referred to in, and required as a contingency to closing under, the Purchase Agreements.

(2) The Developer shall, in a timely manner, comply or cause the Tenant to comply with all requirements necessary to obtain, or cause to be obtained, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the construction and operation of the Project.

(3) The costs of acquiring, constructing and improving the Project shall be paid by the Developer and the City shall reimburse the Developer for the Public Development Costs in the City Financial Assistance through the issuance of the TIF Note and the Tax Abatement Note as provided herein.

(4) The parties agree that the Public Development Costs to be incurred by the Developer are essential to the successful completion of the Project. The Developer anticipates that the Public Development Costs for the Project will be at least \$4,251,782. The City Financial Assistance shall be made from the Pledged Tax Increments and, if necessary, the Pledged Tax Abatements, but in no event shall the aggregate amount of City Financial Assistance exceed \$4,251,782.

#### Section 3.2     TIF Note.

(1) The TIF Note will be originally issued to the Developer, as provided in Section 3.2(2), in a principal amount equal to the lesser of (i) \$3,479,084; or (ii) the amount of Public Development Costs actually incurred and shall be dated as of its date of issuance. The principal of the TIF Note and interest thereon shall be payable on a pay-as-you-go basis solely from the Pledged Tax Increments as provided below.

(2) The TIF Note shall be issued, in substantially the form attached hereto as **Exhibit C** and interest will begin to accrue on the TIF Note only when: (A) the Developer shall have submitted written proof and other documentation as may be reasonably satisfactory to the City of the exact nature and amount of the Public Development Costs incurred by the Developer, together with such other information or documentation as may be reasonably necessary and satisfactory to the City to enable the City to substantiate the Developer’s tax increment expenditures for Public Development Costs and/or to comply with its increment reporting obligations to the Commissioner of Revenue, the Office of the State Auditor or other applicable official; (B) the Developer shall have obtained a certificate of occupancy from the City for the Project and a Certificate of Completion as provided in this Agreement; (C) the Developer shall have paid all of the Administrative Costs required to have been paid as of such date in accordance with Section 3.7 hereof; (D) the Developer is in material compliance with each term or provision of this Agreement required to have been satisfied as of such date; and (E) the Developer has signed an Acknowledgement Regarding TIF Note in substantially the form attached to the TIF Note. The documentation provided in accordance with Section 3.2(2)(A) shall include specific invoices for the particular work from the contractor or other

provider and shall include paid invoices, copies of remittances and/or other suitable documentary proofs of the Developer's payment thereof.

(3) Subject to the provisions thereof, the TIF Note shall bear simple, non-compounding interest at the rate equal to 6.50% per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Principal and interest on the TIF Note will be payable on each TIF Payment Date; however, the sole source of funds required to be used for payment of the City's obligations under this Section and correspondingly under the TIF Note shall be the Pledged Tax Increments received in the 6-month period preceding each TIF Payment Date. On each TIF Payment Date the Pledged Tax Increment shall be credited against the accrued interest then due on the TIF Note and then applied to reduce the principal. All Tax Increments in excess of the Pledged Tax Increments necessary to pay the principal and accrued interest on the TIF Note are not subject to this Agreement, and the City retains full discretion as to any authorized application thereof. To the extent that the Pledged Tax Increments are insufficient to pay all amounts otherwise due on the TIF Note on the Final TIF Payment Date, said unpaid amounts shall then cease to be any debt or obligation of the City under the TIF Note. The Parties anticipate that there will be insufficient Pledged Tax Increment to pay the TIF Note in full and that any unpaid amount will be paid through the issuance of the Tax Abatement Note to the extent such funds are available. No interest will accrue on the TIF Note during any period in which payments have been suspended pursuant to Section 5.1 hereof.

(4) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Pledged Tax Increments shall be used to pay the principal of and interest on the TIF Note.

(5) The Developer further acknowledges that estimates of Tax Increments and Pledged Tax Increments prepared by the City or its financial advisors in connection with the TIF District or this Agreement are for the benefit of the City, and are not intended as representations on which the Developer may rely. The Developer further acknowledges that if development of the Project is delayed or not completed, the effect of such delay or failure to complete may be to reduce the amount of the Tax Increment available to pay the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any TIF Payment Date or any date thereafter shall be conditioned upon the requirement (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement that has not been cured during the applicable cure period, (B) this Agreement shall not have been terminated pursuant to Section 5.2, and (C) all conditions set forth in Section 3.2(2) have been satisfied as of such date.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as actually executed, in substantially the form set forth in **Exhibit C** attached hereto. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note is pursuant and subject to the terms of this Agreement.

(8) In accordance with Section 469.1763, Subdivision 3 of the TIF Act, conditions for delivery of the TIF Note must be met within 5 years after the date of certification of the TIF District by the County. If the conditions are not satisfied by such date, the City has no further obligations under this Section 3.2.

### Section 3.3 Abatement Assistance.

(1) The City shall reimburse the Developer for Public Development Costs actually incurred and paid in connection with the Project in a principal amount equal to the unpaid balance of the City Financial Assistance after the Final TIF Payment Date as calculated by the City's municipal advisor in their

sole discretion (the “Abatement Note Amount”) by issuing the Tax Abatement Note to the Developer in the Abatement Note Amount, in substantially the form set forth in **Exhibit D** attached hereto, only when: (A) the Developer has paid all of the City’s Administrative Costs required to have been paid as of such date in accordance with Section 3.7 hereof, (B) the TIF District has been decertified in accordance with the TIF Act, (C) the City, in its sole discretion, has determined the final Abatement Note Amount; and (D) the shall have submitted written proof and other documentation as may be reasonably satisfactory to the City of the exact nature and amount of the Public Development Costs incurred by the Developer in an amount equal to the Abatement Note Amount (collectively, the “Issue Date”). The documentation provided in accordance with Section 3.3(1)(D) shall include specific invoices for the particular work from the contractor or other provider and shall include paid invoices, copies of remittances and/or other suitable documentary proofs of the Developer’s payment thereof. The Tax Abatement Note shall be secured solely by Pledged Tax Abatements. The Tax Abatement Note shall bear interest at a rate equal to the lesser of the interest rate on the TIF Note or the Prime Rate + 2.00% per annum, as calculated by the City in its sole discretion on date of issuance of the Tax Abatement Date. For purposes hereof, “Prime Rate” means the Prime Rate published in the Midwest Edition of the Wall Street Journal.

(2) On each Abatement Payment Date until the Final Abatement Payment Date, the City will pay the Pledged Tax Abatements to the Developer.

(3) Pledged Tax Abatements will be paid in semi-annual installments equal to the Pledged Tax Abatements actually received by the City in the 6-month period before each Abatement Payment Date. Notwithstanding anything to the contrary herein, the payments of Pledged Tax Abatements under this paragraph in each year may not exceed the Statutory Cap described in paragraph (5) of this Section and total payments of principal and interest under the Tax Abatement Note over its term shall not exceed \$3,734,740, which is the maximum amount of Tax Abatements set forth in the Tax Abatement Program. Payments on each Abatement Payment Date shall be subject to the qualification described in Section 3.6 in the case of a pending Tax Appeal (as defined in Section 3.6).

(4) The Developer acknowledges that:

(a) it has not relied on any representations of the City, or any of its officers, agents, or employees, and has not relied on any opinion of any attorney of the City, as to the federal or State income tax consequences relating to the payment of Tax Abatements under this Section.

(b) the City shall in no event be obligated to make any Tax Abatement payment under this Section to the Developer unless and until (i) all ad valorem property taxes due and payable with respect to the Development Property as of the applicable Abatement Payment Date have been paid in full and (ii) the City has received from the County or any other source as provided by law an ad valorem property tax distribution that includes all or any portion of the Pledged Tax Abatements.

(c) all estimates of Tax Abatements that have been prepared by or on behalf of the City have been done for the City’s use only and neither the City nor its consultants shall have liability to the Developer if the actual Tax Abatements are less than the amounts estimated.

(5) The Developer further acknowledges that the total Pledged Tax Abatements attributable to any calendar year (i.e., the combined payments on Abatement Payment Dates of August 1 and the following February 1) may not exceed the greater of \$200,000 or 10% of the City’s Net Tax Capacity for that tax-payable year (the “Statutory Cap”), all pursuant to Section 469.1813, Subdivision 8 of the Tax Abatement Act. The City has previously utilized abatements under the Tax Abatement Act for other projects in the City. The City reasonably expects that the Statutory Cap will not cause the Pledged Tax Abatements under

this Agreement to be reduced; however, the Developer acknowledges that, during the term of the tax abatement under this Section, if the total abatements payable by the City under the Tax Abatement Act in any year would exceed the Statutory Cap, the Statutory Cap is allocated first to the City's existing abatement obligations, second to the Pledged Tax Abatements payable under this Agreement, and third to any other tax abatements granted after the date of this Agreement.

#### Section 3.4 Land Write Down.

(1) Pursuant to the terms of the Purchase Agreements, the Authority has agreed to sell the Development Property to the Developer pursuant to the quit claim deeds attached to the Purchase Agreements (the "Deeds"). On the Closing Date, the Authority will forgo receipt of the full fair market value of the Development Property by accepting a reduced purchase price for the Development Property in accordance with the Purchase Agreements. The price that the EDA paid to acquire the Development Property is \$1,031,010 and the Purchase Agreements provide that the Developer will pay \$313,850 for the Development Property. As such, the financial assistance provided to the Developer by selling them the Development Property at the reduced purchase prices listed above is \$717,160 (the "Land Write Down").

(2) In the event that the Certificate of Completion is not issued pursuant to Section 4.4 hereof by June 1, 2025, the Developer shall pay to the Authority the full amount of the Land Write Down within 30 days of written request of the Authority.

(3) The Authority acquired the Development Property from third parties and incurred other due diligence costs related to the acquisition of the Development Property (the "Pre-Conveyance Costs") in an estimated principal amount of \$1,000,000. The Authority has paid such Pre-Conveyance Costs from general funds legally available to it, representing an advance of Authority and City funds that is repayable in whole or in part from tax increment from the TIF District. The Authority will treat the advance described in paragraph (a) as an interfund loan (the "Interfund Loan") within the meaning of Section 469.178, Subdivision 7 of the TIF Act. The total original principal amount of the Interfund Loan is \$1,000,000. The terms of the Interfund Loan are described in interfund loan resolutions which were adopted by the City Council and Board of Commissioners on September 25, 2023. The Authority will pledge Tax Increment to payment of the Interfund Loan. The Interfund Loan shall be payable from Available Tax Increment on a subordinate basis to the payments on the TIF Note.

Section 3.5 Business Subsidy Act. The provisions of this Section constitute the business subsidy agreement for the purposes of the Business Subsidy Act.

(1) *General Terms.* The parties agree and represent to each other as follows:

(a) The subsidy provided to the Developer consists of the City Financial Assistance from the City and the Land Write Down from the Authority.

(b) The public purposes of the subsidy are to facilitate industrial development in the City and the County, help an existing business in the County expand in the City, increase net jobs in the City, the County and the State (including construction jobs), and increase and maintain the tax base of the City, the County and the State.

(c) The goals for the subsidy are to secure development of the Project on the Development Property, to maintain such improvements as a warehouse distribution facility for the

time period described in clause (f) below and to create the jobs and wage levels in accordance with Section 3.5(2) hereof.

(d) If the goals described in clause (c) are not met, the Developer must make the payments to the City described in Section 3.5(3).

(e) The subsidy is needed to mitigate the cost of site and building improvements to complete the Project on the Development Property is financially infeasible without public assistance, all as determined upon approval of the TIF Plan and adoption of the Tax Abatement Program.

(f) The Developer shall cause the Tenant to operate the Project as a warehouse and distribution facility for at least 5 years following the Benefit Date.

(g) The Developer's parent company is the Tenant.

(h) In addition to the City Financial Assistance and the Land Write Down, the Developer has received a loan from the Authority from the proceeds of a grant the Authority received from the State of Minnesota Department of Employment and Economic Development's ("DEED") Minnesota Investment Fund Program in the amount of \$1,000,000, a loan from DEED's Job Creation Fund Program in the amount of \$2,000,000 and financing from the IRRR in the amount of \$2,500,000 and tax abatement assistance from the County in the amount of \$1,401,130 in connection with developing the Project on the Development Property.

(2) *Job and Wage Goals.* By the compliance date, which is the date two (2) years after the Benefit Date (the "Compliance Date"), the Developer shall cause the Tenant to (i) create at least 31 new full-time equivalent jobs at the Project and relocate 66 full-time equivalent jobs to the Project, and (ii) cause the average hourly wage of the jobs to be at least \$21.55 per hour, exclusive of benefits. Notwithstanding anything to the contrary herein, if the wage and job goals described in this paragraph are met by the Compliance Date, those goals are deemed satisfied as of the date such wage and job goals are met, despite the Developer's continuing obligations under Sections 3.5(1)(f) and 3.5(4). The City may, after a public hearing, extend the Compliance Date by up to one year, provided that nothing in this section will be construed to limit the City's legislative discretion regarding this matter.

(3) *Remedies.* If the Developer fails to meet the goals described in Section 3.5(1)(c), the Developer shall repay to the City or the Authority, respectively, upon written demand from the City or the Authority a "pro rata share" of the amounts paid by the City or the Authority to the Developer under the City Financial Assistance and the Land Write Down, as applicable, plus interest on said amount at the implicit price deflator as defined in Minnesota Statutes, Section 275.50, subd. 2, accrued from the Benefit Date to the date of payment. The term "pro rata share" means percentages calculated as follows:

(a) if the failure relates to the number of jobs, the jobs required less the jobs created, divided by the jobs required;

(b) if the failure relates to wages, the number of jobs required less the number of jobs that meet the required wages, divided by the number of jobs required;

(c) if the failure relates to maintenance of the Project as a warehouse and distribution facility in accordance with Section 3.5(1)(f), 60 less the number of months of operation as a warehouse and distribution facility (where any month in which the Project is in operation for at least 15 days constitutes a month of operation), commencing on the Benefit Date and ending with

the date the Project ceases operation as determined by the City and the Authority divided by 60; and

(d) if more than one of clauses (a) through (c) apply, the sum of the applicable percentages, not to exceed 100%.

Nothing in this Section shall be construed to limit the City's remedies under Section 5.2 hereof. In addition to the remedy described in this Section and any other remedy available to the City for the Developer's failure to meet the goals stated in Section 3.5(1)(c), the Developer agrees and understands that it may not receive a business subsidy from the City or any grantor (as defined in the Business Subsidy Act) for a period of 5 years from the date of the failure or until the Developer satisfies its repayment obligation under this Section, whichever occurs first.

(4) *Reports.* The Developer must submit to the City a written report regarding the business subsidy goals detailed in this Section 3.5 and results by no later than February 1 of each year commencing February 1, 2025 and continuing until the later of (a) the date the goals stated Section 3.5(1)(c) are met; (b) 30 days after expiration of the period described in Section 3.5(1)(f); or (c) if the goals are not met, the date the subsidy is repaid in accordance with Section 3.5(3). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The City will provide information to the Developer regarding the required forms. If the Developer fails to timely file any report required under this Section, the City will mail the Developer a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Developer fails to provide a report, the Developer must pay to the City a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is \$1,000.

**Section 3.6 Real Property Taxes.** The Developer shall pay or cause to be paid all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it and any statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the Development Property (or part thereof) and until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement or title to the property is vested in another person.

The Developer agrees that prior to the Termination Date, so long as it owns the Development Property:

(1) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; provided, however, that "tax statute" does not include any local ordinance or resolution levying a tax; and

(2) It will not seek any tax exemption, tax deferral or abatement, either presently or prospectively or any other State or federal law, of the taxation of real property contained in the Development Property between the date of execution of this Agreement and the Termination Date.

(3) The Developer shall notify the City within 10 days of filing any petition to seek a reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a "Tax Appeal"). If as of any TIF Payment Date or Abatement Payment Date, any Tax Appeal is pending, the City will continue to make payments on the TIF Note or the Tax Abatement Note but only to the extent that the Tax Increments or Tax Abatements, as applicable, relate to property taxes paid with



respect to the market value of the Development Property not being challenged as part of the Tax Appeal and the City will withhold the Tax Increments and Tax Abatements related to property taxes paid with respect to the portion of the market value of the Development Property being challenged as part of the Tax Appeal, all as determined by the City in its sole discretion. After the Tax Appeal is fully resolved and the amount of Tax Increments or Tax Abatements, as applicable, attributable to the disputed tax payments is finalized, the City will apply any withheld amount to the payment of the TIF Note or the Abatement Note, as applicable, to the extent not reduced as a result of the Tax Appeal promptly.

**Section 3.7 Developer to Pay City and Authority's Fees and Expenses.** The Developer will pay all of the reasonable Administrative Costs (as defined below) of the City and the Authority and must pay such costs to the City and the Authority within 30 days after receipt of a written invoice from the City or the Authority describing the amount and nature of the costs to be reimbursed. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the City or the Authority together with staff and consultant (including reasonable legal, financial advisor, etc.) costs of the City or the Authority, all attributable to or incurred in connection with the establishment of the Tax Abatement Program and the TIF District, the drafting and adoption of the TIF Plan, and the review, negotiation and preparation of this Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and the review and approvals of other documents and agreements in connection with the Project, including but not limited to the Purchase Agreement. In addition, certain engineering, environmental advisor, legal, land use, zoning, subdivision and other costs related to the development of the Development Property are required to be paid, or additional funds deposited in escrow, as provided in accordance with the City's planning, zoning, and building fee schedules. The City and the Authority acknowledge that the Developer has deposited \$5,000 with the City toward payment of the Administrative Costs. If such costs exceed such amount, then at any time, but not more often than monthly, the City or the Authority, as applicable, will deliver written notice to Developer setting forth any additional fees and expenses and Developer agrees to pay all fees and expenses within 30 days of the City's or the Authority's, as applicable, written request. Any unused amount of such deposit shall be returned to the Developer.

**Section 3.8 Restrictions on Use in Economic Development TIF District.**

(1) The TIF District is an economic development tax increment financing district within the meaning of the TIF Act and is subject, among other things, to the limitations of the types of uses permitted within the TIF District specified in section 469.176, subd. 4c of the TIF Act. Prior to the Termination Date, no more than 15 percent of the square footage of the Project may be used for a purpose other than:

- (a) The manufacturing or production of tangible personal property, including processing resulting in the change in condition of the property;
- (b) Warehousing, storage, and distribution of tangible personal property, excluding retail sales;
- (c) Research and development related to the activities listed in clause (1) or (2); or
- (d) Space necessary for and related to the activities listed in clauses (1) to (3).

The Developer understands and acknowledges that a violation of the above limitations on use may cause the termination of the TIF District and constitutes an Event of Default under this Agreement. The Developer agrees to notify the City immediately if at any time prior to the Termination Date more than 15 percent of the Project are occupied by any use other than one or more of the above uses. The Developer agrees to indemnify, defend and hold harmless the City and the Authority for any damages or costs resulting

from a failure to limit the Project to the uses allowed in an economic development tax increment financing district. Those damages or costs may include reimbursement of any tax increment the City may be required or agrees to repay as a result of any action taken under Section 469.1771 of the TIF Act for violation of said Act relating to disqualification of the TIF District or any other costs associated with any compliance audit.

If the City is required to reimburse tax increment to the County or any other governmental entity pursuant to Minnesota Statutes, Section 469.1771 or any other provision of the TIF Act for any reason related to action or inaction by the Developer, the Developer agrees to reimburse a similar amount to the City within 30 days' written notice by the City to the Developer. The City may add interest on the unpaid balance at the rate authorized by Minnesota Statutes, section 549.09 beginning on the 31st day after notice to the Developer. Failure by the Developer to reimburse the City pursuant to this Section shall constitute a lien on the Property.

(2) The limitation on the allowable uses in the TIF District specified in subsection (1) above is based solely on compliance with the requirements of the TIF Act for an economic development district. In addition, the City's zoning ordinance and other land use regulations restrict the uses permissible in the TIF District and include other limitations on development. The Developer acknowledges and agrees to comply with all such regulations.

(3) The City shall have the right to make a physical inspection of the Project in order to ensure compliance with the terms of this Agreement and the requirements of the TIF Act with regard to economic development districts. Such inspection shall be limited to regular business hours and upon at least 24 hours' notice by the City to the Developer. Absent probable cause regarding a violation of the TIF Act regarding allowable uses for economic development districts, such inspections shall not occur more than once within any 12-month period.

(4) Following the payment in full of the TIF Note and the expiration of the TIF District, the Developer shall maintain the Project as warehouse and distribution facility until the Termination Date.

## ARTICLE IV

### ADDITIONAL PROJECT COVENANTS

#### Section 4.1      Construction Plans.

(1) Prior to the commencement of construction of the Project, the Developer will deliver to the City the Construction Plans, Construction Documents and a sworn construction cost statement certified by the Developer and the General Contractor (the “Sworn Construction Cost Statement”) all in form and substance reasonably acceptable to the City. The Construction Plans for the Project shall be consistent with the Development Program, this Agreement, and all applicable State and local laws and regulations and any site plan or design drawings previously submitted to the City. The City’s building official and the City Administrator of the City on behalf of the City shall promptly review any Construction Plans upon submission and deliver to the Developer a written statement approving the Construction Plans or a written statement rejecting the Construction Plans and specifying in reasonable detail the deficiencies in the Construction Plans. Approval of the Construction Plans may be withheld unless: (i) the Construction Plans substantially conform to the terms and conditions of this Agreement; (ii) the Construction Plans are consistent with the goals and objectives of the Development Program, the TIF Plan and the Tax Abatement Program; (iii) the Construction Plans comply with any site plan or design drawings previously submitted to the City; and (iv) the Construction Plans do not violate any applicable federal, State or local laws, ordinances, rules or regulations. If the Construction Plans are not approved by the City, then the Developer shall make such changes as the City may reasonably require and resubmit revised Construction Plans to the City for approval. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. The City’s approval shall not be unreasonably withheld or conditioned. Said approval.

(2) No changes shall be made to the Construction Plans for the Project without the City’s prior written approval, unless the aggregate of such changes does not increase or decrease the total costs of the Project by more than 10%. No changes which materially alter (a) the Project’s site plan, (b) exterior appearance, (c) construction quality, or (d) exterior materials included in the final Design Drawings and Construction Plans shall be made without the City’s prior written consent. The approval of the City will not be unreasonably withheld, conditioned or delayed.

(3) The approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the City does not constitute a representation or warranty by the City that the Construction Plans or the Project comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Project will meet the qualifications for issuance of a certificate of occupancy, or that the Project will meet the requirements of the Developer or any other users of the Project. Approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the City will not constitute a waiver of an Event of Default or of any State or City building or other code requirements that may apply. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Construction Plans from any City department and does not relieve the Developer of the obligation to comply with applicable federal, State and local laws, ordinances, rules and regulations, or to construct the Project in accordance therewith.

#### Section 4.2      Compliance with Environmental Requirements.

(1) The Developer shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(2) The City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 961-9657, as amended) (collectively, the “Hazardous Substances”).

(3) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

(4) The Developer waives any claims against the City and the County, for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the Development Property.

Section 4.3 Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer will commence construction of the Project by May 1, 2024 or and shall substantially complete construction of the Project January 1, 2025. Notwithstanding the foregoing, failure of the Developer to commence construction or substantially complete the Project shall not be an Event of Default hereunder unless the Developer fails to commence construction of the Project by December 31, 2024 or fails to obtain a certificate of occupancy for the Project by June 1, 2025. The Project will be constructed by the Developer on the Development Property in conformity with the Construction Plans approved by the City. Prior to completion, upon the request of the City, and subject to applicable safety rules, the Developer will provide the City reasonable access to the Development Property. “Reasonable access” means at least one site inspection per week during regular business hours. During construction, marketing and rentals of the Project, the Developer will deliver progress reports to the City from time to time as reasonably requested by the City.

Section 4.4 Certificate of Completion. The Developer shall notify the City when construction of the Project has been substantially completed. The City shall, within 30 days after such notification, inspect the Project in order to determine whether the Project has been constructed in substantial conformity with the approved Construction Plans. If the City determines that the Project has not been constructed in substantial conformity with the approved Construction Plans, the City shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Project has not been constructed in substantial conformity with the approved Construction Plans and Developer shall have a reasonable period of time to remedy such deficiencies. The City shall re-inspect the Project within a reasonable period of time after receiving notice that such deficiencies have been remedied in order to determine whether the Project has been constructed in substantial conformity with the approved Construction Plans and this Agreement. Within a reasonable period of time after determining that the Project has been constructed in substantial conformity with the approved Construction Plans and determining that the following conditions precedent have been satisfied, the City will furnish to the Developer a Certificate of Completion substantially in the form set forth in **Exhibit E** attached hereto certifying the completion of the Project:

- (1) There shall exist no uncured Event of Default hereunder;
- (2) The City shall have issued a Certificate of Occupancy for the Project;

(3) The City Administrator, or designee, on behalf of the City shall have reasonably determined that the Project has been substantially completed and constructed in accordance with all local, state and federal laws and regulations (including without limitation environmental, zoning, building code, housing code, and public health laws and regulations), and any applicable permits and in substantial conformity with this Agreement and the final construction plans approved by the City in connection with issuing construction permits, each as applicable;

(4) The Developer shall certify to the City that all costs related to the Project and the development of the Development Property, including without limitation, payments to all contractors, subcontractors, and project laborers, have been paid prior to the date of the request to the City.

(5) The Certificate of Completion issued for the Project shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement solely with respect to construction of the Project. The issuance of a Certificate of Completion under this Agreement shall not be construed to relieve the Developer of any inspection or approval required by any City department in connection with the construction, completion or occupancy of the Project nor shall it relieve the Developer of any other obligations under this Agreement.

#### Section 4.5 Additional Responsibilities of the Developer.

(1) The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request the City or the Authority, furnish the City or the Authority, as applicable, with proof of payment of premiums on insurance of amounts and coverages normally held by owners of property similar to the Project.

(2) The Developer will construct, operate and maintain, or cause to be operated and maintained, the Project substantially in accordance with the terms of this Agreement, the Development Program and all local, state, and federal laws and regulations including, but not limited to zoning, building code, public health laws and regulations, except for approved variances necessary to construct the Project contemplated in the Construction Plans approved by the City.

(3) The Developer will not construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement or has been approved by the utility involved.

(4) The Developer, at its own expense, will replace any public facilities and public utilities damaged during the construction of the Project, in accordance with the technical specifications, standards and practices of the owner thereof.

(5) The Developer at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in commercially reasonable good repair and condition.

(6) In the event of damage or destruction of the Project during the term of this Agreement, the Developer shall repair or rebuild the Project or cause the Project to be repaired or rebuilt.

Section 4.6 Right to Collect Delinquent Taxes. The Developer acknowledges that the City and the Authority are providing substantial aid and assistance in furtherance of the Project through reimbursement of the Public Development Costs with Pledged Tax Increments and Pledged Tax Abatements and the Land Write Down. The Developer understands that the Pledged Tax Increments and the Pledged Tax Abatements are derived from real estate taxes on the Development Property, which taxes

must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement, to pay before delinquency all real estate taxes assessed against the Development Property and the Project. The Developer acknowledges that this obligation creates a contractual right on behalf of the City to sue the Developer or its successors and assigns, to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the County auditor. In any such suit, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 4.7 Prohibition Against Transfer and Assignment. The Developer represents and agrees that prior to the Termination Date, the Developer shall not transfer this Agreement, the TIF Note, the Tax Abatement Note, the Development Property or the Project or any part thereof or any interest therein, except to the Tenant or an Affiliate, without written notice to the City and the Authority and without the prior written approval of both the City and the Authority. The City and the Authority shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City and the Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City and the Authority shall, for itself and its successors and assigns, and expressly for the benefit of the City and the Authority, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City and the Authority for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

(4) Any proposed transferee of the Tax Abatement Note shall execute and deliver to the City an acknowledgment regarding the limitations of the Tax Abatement Note in a form satisfactory to the City.

(5) Any proposed transferee of the TIF Note shall execute and deliver to the City an acknowledgment regarding the limitations of the TIF Note in a form satisfactory to the City.

(6) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer, and if approved by the City, its approval shall be indicated to the Developer in writing.

(7) The Developer shall have paid all reasonable legal fees and expenses of the City and the Authority, including fees of the City Attorney's office and outside counsel retained by the City and the Authority to review the documents submitted to the City and the Authority in connection with any transfer.

If either the City or the Authority reject the request for approval of an assignment as inadequate, it will do so in writing specifying the basis for the rejection.

In the event the foregoing conditions are satisfied, then the Developer will be released from its obligations under this Agreement.

Section 4.9 Records. The City and the Authority, through any authorized representatives, shall have the right at all reasonable times after reasonable notice to inspect, examine and copy all books and

records of Developer relating to the Project. Such records shall be kept and maintained by Developer through the Termination Date

Section 4.10. Encumbrance of the Development Property. Until the issuance of a Certificate of Completion, without the prior written consent of the City and the County, which will not be unreasonably withheld or delayed, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property except for the purpose of obtaining funds only to the extent necessary for financing or refinancing the acquisition, construction and operation of the Project (including, but not limited to, land and building acquisition, labor and materials, professional fees, development fees, real estate taxes, reasonably required reserves, construction interest, organization and other direct and indirect costs of development and financing, costs of constructing the Project, and an allowance for contingencies) including without limitation land use restriction agreements in connection with such financings.

## ARTICLE V

### EVENTS OF DEFAULT

Section 5.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Project or the Development Property.

(2) Subject to Unavoidable Delays, failure by the Developer to commence construction of the Project by December 31, 2024, and to proceed with due diligence to substantially complete the construction of the Project pursuant to the terms, conditions and limitations of this Agreement and obtain a certificate of occupancy from the City by June 1, 2025.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) Sale of the Development Property or the Project, or any portion thereof, by the Developer in violation and without written permission by the City except pursuant to Section 4.8 of this Agreement;

(5) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due; or

(d) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 60 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 60 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 5.2 Remedies on Default. Whenever any Event of Default referred to in Section 5.1 occurs and is continuing, the City and the Authority may take any one or more of the following actions after the giving of written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has 30 days within which to cure said Event of Default. If the Event of Default has not been cured within said 30 days or a reasonable period of time, not exceeding 90 days, then:

(1) The City and the Authority may suspend its performance under this Agreement until they receive written assurances from the Developer, deemed adequate by the City and the Authority, that the Developer will cure its default and continue its performance under this Agreement.



(2) The City may suspend its performance under the TIF Note and the Tax Abatement Note until it receives written assurances from the Developer, deemed adequate by the City, that the Developer will cure its default, and no interest shall accrue on the TIF Note or the Tax Abatement Note, as applicable, for the benefit of the Developer while performance is suspended in accordance with this Section 5.2.

(3) The City and the Authority may terminate this Agreement.

(4) The City may terminate the TIF Note, and/or the Tax Abatement Note.

(5) The Authority may demand the Land Write Down be repaid in part or in full.

(6) If the Event of Default constitutes a breach of the condition subsequent as set forth in Exhibit A attached to the Deeds transferring the Development Property to the Developer, the Authority may exercise its Right of Re-entry (as defined in the Purchase Agreements).

(7) The City and the Authority may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

**Section 5.3 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the City and the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 5.4 No Implied Waiver.** In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**Section 5.5 Indemnification of the City and the Authority.**

(1) The Developer releases from and covenants and agrees that the City, the Authority and their governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or any other loss, cost expense, or penalty.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the Developer's acquisition, construction, installation, ownership and operation of the Project.

(3) All covenants, stipulations, promises, agreements and obligations of the City and the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and

obligations of the City and the Authority, as applicable, and not of any governing body member, officer, agent, servant or employee of the City or the Authority, as the case may be.

Section 5.6 Reimbursement of Attorneys' Fees. If the Developer shall default under any of the provisions of this Agreement, and the City or the Authority shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will within 30 days reimburse the City and the Authority, as applicable, for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

## ARTICLE VI

### ADDITIONAL PROVISIONS

#### Section 6.1     Insurance.

(1) The Developer will provide and maintain at all times during the process of constructing the Project an All-Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(a) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to 100% of the aggregate principal amount of the Tax Abatement Notes, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interests of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with an Owner's Protective Liability Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be listed as additional insured parties on the policy; and

(c) Workers' compensation insurance, with statutory coverage, provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(2) Upon completion of construction of the Project and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(a) Insurance against loss and/or damage to the Project under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(b) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,000,000, and shall be endorsed to show the City as an additional insured.

(c) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(d) All insurance required in this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer that are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City, policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving

written notice to the Developer, the City at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

(e) The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Project or any portion thereof resulting from fire or other casualty. In such event the Developer will forthwith repair, reconstruct, and restore the Project to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

(1) The Developer shall complete the repair, reconstruction and restoration of the Project regardless of whether the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction, and restoration shall be the property of the Developer.

(2) A failure to promptly repair, reconstruct and restore the Project as required by this Section 6.1(e) will be considered an Event of Default under this Agreement and the City may suspend payments on the City Tax Abatement Note or the TIIF Note, as applicable, or exercise any other remedies provided in Section 5.2 hereof.

All of the insurance provisions set forth in this Section shall terminate upon the termination of this Agreement.

Section 6.2 Conflicts of Interest. No member of the governing body or other official of the City or the Authority shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City or the Authority shall be personally liable to the City or the Authority in the event of any default or breach by the Developer or successor of any obligations under the terms of this Agreement.

Section 6.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer is addressed to or delivered personally to:

SE 7th Ave Distribution LLC  
P.O. Box 280

Grand Rapids, MN 55744  
Attn: [\_\_\_\_\_]

- (b) in the case of the City is addressed to or delivered personally to the City at:

City of Grand Rapids, Minnesota  
420 North Pokegama Avenue  
Grand Rapids, MN 55744  
Attn: City Administrator

- (c) in the case of the Authority is addressed to or delivered personally to the Authority  
at:

Grand Rapids Economic Development Authority  
420 North Pokegama Avenue  
Grand Rapids, MN 55744  
Attn: Executive Director

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5 No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by any party and thereafter waived by the other parties, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.8 Term; Termination. Unless this Agreement is terminated earlier in accordance with its terms this Agreement shall terminate on the Termination Date. Early termination upon a written request from the Developer shall be in the City and the Authority's sole discretion. After the Termination Date, if requested by the Developer, the City and the Authority will provide a termination certificate as to the Developer's obligations hereunder.

Section 6.9 Provisions Surviving Rescission, Expiration or Termination. Sections 6.5 and 6.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.10 Amendment. This Agreement may be amended only by written agreement approved by the City, the Authority and the Developer.

Section 6.11 Superseding Effect. This Agreement, together with the Purchase Agreement, reflects the entire agreement of the parties with respect to the development of the Development Property, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property.

Section 6.12 Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the City and the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the Authority, as applicable, and not of any governing body member, officer, agent, servant or employee of the City or the Authority.

Section 6.13 Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Developer agrees that all legal actions initiated by the Developer, the City, or the Authority with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Itasca County, District Court and shall not be removed therefrom to any other federal or state court.

Section 6.14 Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any party and no interpretation shall be affected by which party drafted any part of this Agreement. By executing this Agreement, the parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

Section 6.15 Recording. The City may record this Agreement and any amendments thereto with the County recorder. The Developer shall pay all costs for recording.

Section 6.16 Government Data. The Developer has been required to provide certain data to the City, the Authority or their consultants in connection with applying for financial assistance in constructing the Project. It is also likely that the Developer will be required to provide additional data to the City or consultants in the course of administering the TIF District to ensure compliance with this Agreement and the TIF Act. All data provided to the City, the Authority or their consultants is government data within the meaning of the Minnesota Statutes, Chapter 13 (the "MGDPA"). The parties recognize that some of the data provided by the Developer to the City, the Authority or their consultants may be nonpublic data as defined by the MGDPA. The parties acknowledge that the City and the Authority are subject to the MGDPA and will handle all government data in its possession in accordance with the MGDPA, notwithstanding any other agreement or understanding to the contrary.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, the Authority has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

**CITY OF GRAND RAPIDS, MINNESOTA**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF ITASCA     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Dale Christy, the Mayor of the City of Grand Rapids, Minnesota (the “City”), a municipal corporation and political subdivision, on behalf of the City.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF ITASCA     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Tom Pagel, the City Administrator of the City of Grand Rapids, Minnesota (the “City”), a municipal corporation and political subdivision, on behalf of the City.

\_\_\_\_\_  
Notary Public

Signature page to Development Assistance Agreement

**GRAND RAPIDS ECONOMIC DEVELOPMENT  
AUTHORITY**

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Executive Director

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF ITASCA     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Sholom Blake, the President of the Grand Rapids Economic Development Authority Minnesota (the “Authority”), a body corporate and politic, on behalf of the Authority.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF ITASCA     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Rob Mattei, the Executive Director of the Grand Rapids Economic Development Authority Minnesota (the “Authority”), a body corporate and politic, on behalf of the Authority.

\_\_\_\_\_  
Notary Public

Signature page to Development Assistance Agreement





**SE 7TH AVE DISTRIBUTION LLC**

By \_\_\_\_\_  
 Its \_\_\_\_\_

STATE OF MINNESOTA       )  
   ) SS.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the \_\_\_\_\_ SE 7th Ave Distribution LLC, a Minnesota limited liability company, on behalf of the corporation.

\_\_\_\_\_  
 Notary Public

This Development Assistance Agreement has been reviewed and consented to by L & M Supply, Inc., a Minnesota corporation (the "Tenant"). The terms herein, especially as they pertain to job and wage goals to be met by the Tenant in Section 3.5(2) hereof are hereby agreed to by the Tenant.

**L & M SUPPLY, INC.**

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA       )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the \_\_\_\_\_ L & M Supply, Inc., a Minnesota corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

Signature page to Development Assistance Agreement

## EXHIBIT A

### Description of TIF District

The area encompassed by the TIF District shall also include all street or utility rights-of-way located upon or adjacent to the property located in the City of Grand Rapids, Itasca County, Minnesota legally described as:

#### COUNTY PID NUMBER 91-033-4120

The North 500 feet of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), LESS the South 220 feet of the West 300 feet thereof.

#### COUNTY PID NUMBER 91-033-1430

South Twenty acres of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) LESS AND EXCEPT the East 330' of the South Half of the Southeast Quarter of Northeast Quarter (S1/2 SE1/4 NE1/4) all in Section Thirty-three (33) Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota

#### COUNTY PID NUMBER 91-033-1406

East 330 feet of the South one-half (S1/2) of the Southeast Quarter, Northeast Quarter (SE1/4 NE1/4) of Section Thirty-three (33), Township Fifty-five (55), Range Twenty-five (25) west of the Fourth Principal Meridian, according to the plat thereof on file and of record in the office of the Register of Deeds of said county and state, subject to reservations, restrictions, and easements of record.

#### COUNTY PID NUMBER 91-033-1410

Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the Fourth Principal Meridian, LESS the following three (3) tracts: Tract 1: South Twenty (20) acres thereof; Tract 2: North 198 feet of West 440 feet thereof; Tract 3: East 330 feet of North Half thereof, Itasca County, Minnesota

## EXHIBIT B

### Description of Development Property

The property located in the City of Grand Rapids, Itasca County, Minnesota legally described as:

**COUNTY PID NUMBER 91-033-4120**

The North 500 feet of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), LESS the South 220 feet of the West 300 feet thereof.

**COUNTY PID NUMBER 91-033-1430**

South Twenty acres of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) LESS AND EXCEPT the East 330' of the South Half of the Southeast Quarter of Northeast Quarter (S1/2 SE1/4 NE1/4) all in Section Thirty-three (33) Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota

**COUNTY PID NUMBER 91-033-1406**

East 330 feet of the South one-half (S1/2) of the Southeast Quarter, Northeast Quarter (SE1/4 NE1/4) of Section Thirty-three (33), Township Fifty-five (55), Range Twenty-five (25) west of the Fourth Principal Meridian, according to the plat thereof on file and of record in the office of the Register of Deeds of said county and state, subject to reservations, restrictions, and easements of record.

**COUNTY PID NUMBER 91-033-1410**

Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the Fourth Principal Meridian, LESS the following three (3) tracts: Tract 1: South Twenty (20) acres thereof; Tract 2: North 198 feet of West 440 feet thereof; Tract 3: East 330 feet of North Half thereof, Itasca County, Minnesota

**EXHIBIT C****Form of TIF Note**

No. R-1

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF ITASCA  
CITY OF GRAND RAPIDS, MINNESOTA

TAXABLE TAX INCREMENT REVENUE NOTE  
(L & M SUPPLY PROJECT)

<u><b>Rate</b></u>	<u><b>Date of Issuance</b></u>	<u><b>Principal Amount</b></u>
6.50%	_____, 20__	\$ _____

The City of Grand Rapids, Minnesota (the “City”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to SE 7th Ave Distribution LLC, a Minnesota limited liability company (the “Developer”), or its registered assigns (the “Registered Owner”), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

This Note is issued pursuant to that certain Development Assistance Agreement, dated as of \_\_\_\_\_, 2023, as the same may be amended from time to time (the “Agreement”), by and between the City, the Grand Rapids Economic Development Authority, and the Developer. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

Simple, non-compounding interest shall accrue on the outstanding principal amount of the Note at a rate equal to 6.50% per annum; provided that no interest shall accrue on this Note during any period that an Event of Default has occurred, and such Event of Default is continuing, under the Agreement and City has exercised its remedy under the Agreement to suspend payment on the Note. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The amounts due under this Note shall be payable on each February 1 and August 1 commencing August 1, 2026 and thereafter to and including the earliest of Final TIF Payment Date (as defined in the Agreement) (collectively, the “TIF Payment Dates”). On each TIF Payment Date, the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last Business Day preceding such TIF Payment Date an amount equal to 90% of the Tax Increments as defined in the Agreement received by the City during the 6-month period preceding such TIF Payment Date (the “Pledged Tax Increments”).

Payments on this Note shall be payable solely from the Pledged Tax Increments. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. If Pledged Tax Increments are insufficient to pay any accrued interest due, such unpaid interest shall be carried forward without interest.

This Note shall terminate and be of no further force and effect following the Final TIF Payment Date defined above, or any date upon which the City shall have terminated the Agreement under Section

5.2 thereof or on the date that all principal and interest payable hereunder shall have been or deemed paid in full, whichever occurs earliest. This Note may be prepaid in whole or in part at any time without penalty.

The City makes no representation or covenant, express or implied, that the Pledged Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. There are risk factors in the amount of Tax Increments that may actually be received by the City and some of those factors are listed on the attached Exhibit 1. The Registered Owner acknowledges these risk factors and understands and agrees that payments by the City under this Note are subject to these and other factors.

The City's payment obligations hereunder subject to the conditions that (i) no Event of Default under Section 5.1 of the Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, and (ii) the Agreement shall not have been terminated pursuant to Section 5.2 thereof, and (iii) all conditions set forth in Section 3.2(2) of the Agreement have been satisfied as of such date. Any such suspended and unpaid amounts shall become payable, without interest accruing thereon in the meantime, if this Note has not been terminated in accordance with Section 5.2 of the Agreement and said Event of Default shall thereafter have been cured in accordance with Section 5.2 of the Agreement. If pursuant to the occurrence of an Event of Default under the Agreement the City elects, in accordance with the Agreement to cancel and rescind the Agreement and/or this Note, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Agreement, for a fuller statement of the rights and obligations of the City to pay the principal of this Note and the interest thereon, and said provisions are hereby incorporated into this Note as though set out in full herein.

THIS NOTE IS A SPECIAL, LIMITED REVENUE OBLIGATION OF THE CITY AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS NOTE IS NOT A GENERAL OBLIGATION OF THE CITY, AND THE FULL FAITH AND CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE AND NO PROPERTY OR OTHER ASSET OF THE CITY, SAVE AND EXCEPT THE ABOVE-REFERENCED PLEDGED TAX INCREMENTS, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.

The Registered Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the City or of any other public body, and neither the City nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration thereof or otherwise.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

This Note may be assigned only as provided in Section 4.8 of the Agreement and subject to the assignee executing and delivering to the City the Acknowledgment Regarding TIF Note in the form set forth in Exhibit 2 attached hereto. Additionally, in order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records maintained by the City for the Note. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other

indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Grand Rapids, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be dated as of \_\_\_\_\_.

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator



## CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was, as of the latest date listed below, registered in the name of the last Registered Owner noted below on the books kept by the undersigned for such purposes and any prior registrations are null and void as of such date.

NAME AND ADDRESS OF  
REGISTERED OWNER

DATE OF  
REGISTRATION

SIGNATURE OF  
FINANCE DIRECTOR

SE 7th Ave Distribution LLC

\_\_\_\_\_

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## Exhibit 1 To Taxable TIF Note

### RISK FACTORS

Risk factors on the amount of Tax Increments that may actually be received by the City include but are not limited to the following:

1. Value of Project. If the contemplated Project (as defined in the TIF Agreement) constructed in the tax increment financing district is completed at a lesser level of value than originally contemplated, it will generate fewer taxes and fewer tax increments than originally contemplated.
2. Damage or Destruction. If the Project is damaged or destroyed after completion, its value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Project may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Project, all of which would reduce taxes and tax increments.
3. Change in Use to Tax-Exempt. The Project could be acquired by a party that devotes it to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.
4. Depreciation. The Project could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.
5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.
6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).
7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.
8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is distributed by Hennepin County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

Exhibit 2  
To Taxable TIF Note

**ACKNOWLEDGMENT REGARDING TIF NOTE**

The undersigned, \_\_\_\_\_ a \_\_\_\_\_ (“Note Holder”), hereby certifies and acknowledges that:

A. On the date hereof the Note Holder has [acquired from]/[made a loan (the “Loan”) [to/for the benefit] of] SE 7th Ave Distribution LLC, a Minnesota limited liability company (the “Developer”), [secured in part by] the Taxable Tax Increment Revenue Note (L & M Supply Project), a pay-as-you-go tax increment revenue note in the original principal amount of \$\_\_\_\_\_, dated \_\_\_\_\_, 20\_\_ of the City of Grand Rapids, Minnesota (the “City”), a copy of which is attached hereto (the “Note”).

B. The Note Holder has had the opportunity to ask questions of and receive all information and documents concerning the Note as it requested, and has had access to any additional information the Note Holder thought necessary to verify the accuracy of the information received. In determining to [acquire the Note]/[make the Loan], the Note Holder has made its own determinations and has not relied on the City or information provided by the City.

C. The Note Holder represents and warrants that:

1. The Note Holder is acquiring [the Note]/[an interest in the Note as collateral for the Loan] for its own account, and without any view to resale or other distribution.

2. The Note Holder is (i) the owner of the Development Property or (ii) a financial institution or an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, and as further described in **Exhibit 1A** hereto and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of acquiring [and holding the Note] [an interest in the Note as collateral for the Loan].

3. The Note Holder understands that the Note is a security which has not been registered under the Securities Act of 1933, as amended, or any state securities law, and must be held until its sale is registered or an exemption from registration becomes available.

4. The Note Holder is aware of the limited payment source for the Note and interest thereon and risks associated with the sufficiency of that limited payment source.

D. The Note Holder understands that the Note is payable solely from certain tax increments derived from certain properties located in a tax increment financing district, if and as received by the City. The Note Holder acknowledges that the City has made no representation or covenant, express or implied, that the revenues pledged to pay the Note will be sufficient to pay, in whole or in part, the principal and interest due on the Note. Any amounts which have not been paid on the Note on or before the final maturity date of the Note shall no longer be payable, as if the Note had ceased to be an obligation of the City. The Note Holder understands that the Note will never represent or constitute a general obligation, debt or bonded indebtedness of the City, the State of Minnesota, or any political subdivision thereof and that no right will exist to have taxes levied by the City, the State of Minnesota or any political subdivision thereof for the payment of principal and interest on the Note.

E. The Note Holder understands that the Note is payable solely from certain tax increments, which are taxes received on improvements made to certain property (the “Improvements”) in a tax increment financing district from the increased taxable value of the property over its base value at the time that the tax increment financing district was created, which base value is called “original net tax capacity”. There are risk factors in relying on tax increments to be received, which include, but are not limited to, the following:

1. Value of Improvements. If the contemplated Improvements constructed in the tax increment financing district are completed at a lesser level of value than originally contemplated, they will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is

distributed by Itasca County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

F. The Note Holder acknowledges that the Note was issued pursuant to a Development Assistance Agreement between the City, the Grand Rapids Economic Development Authority, and the Developer, dated \_\_\_\_\_, 2023 (“Development Agreement”), and that the City has the right to suspend payments under this Note and/or terminate the Note upon an Event of Default under the Development Agreement.

G. The Note Holder acknowledges that the City makes no representation about the tax treatment of, or tax consequences from, the Note Holder’s acquisition of [the Note]/[an interest in the Note as collateral for the Loan].

WITNESS our hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Note Holder:**

\_\_\_\_\_  
By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT D**  
**FORM OF TAX ABATEMENT NOTE**

**UNITED STATES OF AMERICA**  
**STATE OF MINNESOTA**  
**COUNTY OF ITASCA**  
**CITY OF GRAND RAPIDS**

No. R-1

\$ \_\_\_\_\_

**TAXABLE ABATEMENT REVENUE NOTE**  
**(L & M SUPPLY PROJECT)**

Interest Rate:  
\_\_\_\_\_%

Date of  
Original Issue  
\_\_\_\_\_

The City of Grand Rapids, Minnesota (the “City”), hereby acknowledges itself to be indebted and, for value received, promises to pay to the order of SE 7th Ave Distribution LLC, or registered assigns (the “Owner”), solely from the source, to the extent and in the manner hereinafter provided, the principal sum in an amount not to exceed \$ \_\_\_\_\_ together with interest at the rate of \_\_\_\_\_ per annum from the Date of Original Issue stated above. This Taxable Abatement Revenue Note (L & M Supply Project) (this “Note”) is given in accordance with that certain Development Assistance Agreement between the City, the Grand Rapids Economic Development Authority, and the Owner, dated as of \_\_\_\_\_, 2023 (the “Agreement”). Capitalized terms used and not otherwise defined herein shall have the meaning provided for such terms in the Agreement unless the context clearly requires otherwise.

Payments of principal and accrued interest on this Note (each a “Payment”) shall be payable in semi-annual installments payable on each February 1 and August 1 (the “Abatement Payment Dates”) provided that if any such Abatement Payment Date is not a Business Day the Abatement Payment Date shall be the next succeeding Business Day, commencing on August 1, 2035 and continuing until the Final Abatement Payment Date as defined in the Agreement (“Final Maturity Date”).

Each Payment shall be in an amount equal to the amount of Pledged Tax Abatements (as defined in the Agreement) actually received by the City in the 6-month period before each Abatement Payment Date. Notwithstanding anything to the contrary herein, the payments of Tax Abatements under this paragraph in each year may not exceed the Statutory Cap and the payment on each Abatement Payment Date shall be subject to the qualification described in Section 3.6 of the Agreement in the case of a pending Tax Appeal. Payments are subject to prepayment at the option of the City in whole or in part on any date after the Date of Original Issue stated above. All payments shall be applied first to accrued interest and second to principal. Notwithstanding anything herein to the contrary, total payments of principal and interest under the Tax Abatement Note shall not exceed \$3,734,740 which is the maximum amount of Tax Abatements set forth in the Tax Abatement Program.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at its postal address within the United States which shall be designated from time to time by the Owner.

Payments on this Note are payable solely from Pledged Tax Abatements. The pledge of Pledged Tax Abatements is subject to all the terms and conditions of the Agreement.

The City's payment obligations hereunder subject to the conditions that (i) no Event of Default under Section 5.1 of the Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, and (ii) the Agreement shall not have been terminated pursuant to Section 5.2 thereof, and (iii) all conditions set forth in Section 3.3 of the Agreement have been satisfied as of such date. Any such suspended and unpaid amounts shall become payable, without interest accruing thereon in the meantime, if this Note has not been terminated in accordance with Section 5.2 of the Agreement and said Event of Default shall thereafter have been cured in accordance with Section 5.2 of the Agreement. If pursuant to the occurrence of an Event of Default under the Agreement the City elects, in accordance with the Agreement to cancel and rescind the Agreement and/or this Note, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Agreement, for a fuller statement of the rights and obligations of the City to pay the principal of this Note and the interest thereon, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note shall terminate and be of no further force and effect as of, and the City shall have no obligation to pay any portion of the Payments that remains unpaid after, the Final Maturity Date. Any estimates of Tax Abatements prepared by the City or its municipal advisor in connection with the Pledged Tax Abatements and the Agreement are for the benefit of the City only and are not intended as representations on which the Developer may rely. **THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE PLEDGED TAX ABATEMENTS WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.**

This Note is issued pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, and pursuant to the resolution duly adopted by the City Council of the City on September 25, 2023 (the "Resolution"), and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota.

**THIS NOTE IS A LIMITED OBLIGATION OF THE CITY, PAYABLE SOLELY FROM MONEYS PLEDGED TO THE PAYMENT OF THIS NOTE UNDER THE RESOLUTION. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE STATE OF MINNESOTA, OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING, WITHOUT LIMITATION, THE CITY. NEITHER THE STATE OF MINNESOTA, NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING, WITHOUT LIMITATION, THE CITY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE OR OTHER COSTS INCIDENT HERETO EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED THEREFOR, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF MINNESOTA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING, WITHOUT LIMITATION, THE CITY, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE OR OTHER COSTS INCIDENT HERETO.**

This Note is issuable only as a fully registered note without coupons. This Note is transferable upon the books of the City kept for that purpose at the principal office of the Registrar, by the Owner hereof in person or by such owner's attorney duly authorized in writing, upon surrender of this Note together with



a written instrument of transfer satisfactory to the City, duly executed by the Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the City with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate, and maturing on the same dates.

This Note shall not be transferred to any person or entity except in accordance with Section 4.8 of the Agreement and unless the City has been provided an investor letter and a certificate of the transferor, in a form satisfactory to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. Transfer of the ownership of this Note to a person other than one permitted by this paragraph without the written consent of the City shall relieve the City of all of its obligations under this Note.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City Council of the City of Grand Rapids, Minnesota has caused this Note to be executed by the manual signatures of the Mayor and City Administrator of the City and has caused this Note to be dated as of the Date of Original Issue specified above.

**CITY OF GRAND RAPIDS, MINNESOTA**

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: City Administrator

**REGISTRATION PROVISIONS**

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Administrator in the name of the person last listed below.

Date of Registration

Registered Owner

Signature of  
City Administrator

SE 7th Ave Distribution LLC  
Federal ID # 41-0856419

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**EXHIBIT E****CERTIFICATE OF COMPLETION**

WHEREAS, the City of Grand Rapids, Minnesota (the “City”), the Grand Rapids Economic Development Authority, and SE 7th Ave Distribution LLC, a Minnesota limited liability company (the “Developer”), have executed a Development Assistance Agreement, dated as of \_\_\_\_\_, 2023 (the “Development Agreement”), with respect to the completion by the Developer of certain improvements (the “Project”), more specifically described in the Development Agreement; and

WHEREAS, the Developer has performed its obligations under the Development Agreement to substantially complete the Project in a manner deemed sufficient by the City to permit the execution of this certificate pursuant to Section 4.4 of the Development Agreement.

NOW, THEREFORE, this is to certify that the Project has been completed in substantial conformance with the terms of the Development Agreement.

CITY OF GRAND RAPIDS, MINNESOTA

By \_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**EXHIBIT F**  
**PUBLIC DEVELOPMENT COSTS**

Land Acquisition  
Excavation  
Grading  
Filling  
Curb and gutter  
Site Preparation  
Utility improvements and extensions  
Parking  
Other TIF eligible costs as determined by the City in its sole discretion



## REQUEST FOR CITY COUNCIL CONSIDERATION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider adopting a resolution awarding the sale of the \$2,250,000 General Obligation Street Reconstruction Bonds, Series 2023A.

**PREPARED BY:** Barb Baird

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**BACKGROUND:**

The bid opening for the sale of \$2,250,000 General Obligation Street Reconstruction Bonds will occur on Monday, October 23, 2023 in the office of Ehlers & Associates, Inc. in Roseville, MN.

Representatives of the City and Ehlers will review the results of the competitive bidding for the sale of the bonds. A recommendation will be brought to the City Council for their consideration at 5:00 p.m.

Rebecca Kurtz, Vice President at Ehlers, will be at the City Council meeting to provide the results of the bid opening.

**REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution awarding the sale of \$2,250,000 General Obligation Street Reconstruction Bonds, Series 2023A, fixing their form and specifications; directing their execution and delivery; and providing for their payment.

Extract of Minutes of Meeting  
of the City Council of the City of  
Grand Rapids, Itasca County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota, was duly held at the City Hall of the City on Monday, October 23, 2023, commencing at 5:00 p.m.

The following members were present:

and the following were absent:

\* \* \*

\* \* \*

\* \* \*

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Street Reconstruction Bonds, Series 2023A, to be issued in the original aggregate principal amount of \$2,250,000.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Official Terms of Proposal for the Bonds. The proposals were as set forth in **EXHIBIT A** attached.

After due consideration of the proposals, Member \_\_\_\_\_ then introduced the following resolution and moved its adoption:

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION STREET RECONSTRUCTION BONDS, SERIES 2023A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,250,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED By the City Council (the “Council”) of the City of Grand Rapids, Itasca County, Minnesota (the “City”), as follows:

Section 1. Findings, Determinations; Sale of Bonds.

1.01. Authority.

(a) Pursuant to Minnesota Statutes, Chapter 475, as amended, specifically Section 475.58, subdivision 3b (the “Act”), the City is authorized to finance all or a portion of the cost of street reconstruction projects by the issuance of general obligation bonds of the City payable from ad valorem taxes.

(b) On August 28, 2023, following a duly noticed public hearing, the Council adopted an Amended and Restated Street Reconstruction Plan for years 2023-2027 (the “Street Reconstruction Plan”) describing the streets to be reconstructed, estimated costs, and any planned reconstruction of other streets in the City and approved the issuance of obligations by vote of two-thirds majority of the members thereof, all pursuant to the Act.

(c) Expenditures described in the Street Reconstruction Plan include, but are not limited to, the reconstruction of 12<sup>th</sup> Ave SW from 1<sup>st</sup> St to 4<sup>th</sup> St, 1<sup>st</sup> St SW from 8<sup>th</sup> Ave to Sylvan Bay Landing, and 11<sup>th</sup> Ave SW from 1<sup>st</sup> St to 4<sup>th</sup> St, as described in more detail in the Plan (the “Street Reconstruction”). The City estimates that the total cost of the Street Reconstruction for 2023 is \$4,803,413.

(d) The Council has determined that, within 30 days after the hearing, no petition for a referendum on the issuance of bonds to pay the costs of the Street Reconstruction was received by the City in accordance with the Act.

(e) The City finds it is necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Street Reconstruction Bonds, Series 2023A (the “Bonds”), in the original aggregate principal amount of \$2,250,000 pursuant to the Act, to provide financing for the Street Reconstruction.

(f) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of \_\_\_\_\_, \_\_\_\_\_ (the “Purchaser”), to purchase the Bonds is hereby found and determined



to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$\_\_\_\_\_ (the par amount of \$2,250,000, plus [a/an] [net] original issue [premium][discount] of \$\_\_\_\_\_, and less an underwriter's discount in the amount of \$\_\_\_\_\_), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2025	%	2033	%
2026	%	2034	%
2027	%	2035	%
2028	%	2036	%
2029	%	2037	%
2030	%	2038	%
2031	%	2039	%
2032			

[\_\_\_\_\_  
\* *Term Bonds*]

1.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Director of Finance of the City in consultation with the City's municipal advisor. The Director of Finance is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds. The Mayor and City Administrator of the City are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act in the original aggregate principal amount of \$2,250,000, originally dated November 9, 2023, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$	2033	\$
2026	\$	2034	\$
2027	\$	2035	\$
2028	\$	2036	\$
2029	\$	2037	\$
2030	\$	2038	\$
2031	\$	2039	\$
2032			

[\_\_\_\_\_  
\* *Term Bonds*]

1.05. Optional Redemption. The City may elect on February 1, 2033 and on any day thereafter, to prepay the Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such

maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Mandatory Redemption; Term Bonds. To be completed if Term Bonds are requested by the Purchaser.]

## Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2024, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the

requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the Director of Finance must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the Director of Finance and executed on behalf of the City by the signatures of the Mayor and the City

Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the Director of Finance will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

### Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as set forth in **EXHIBIT B** attached hereto.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

### Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Street Reconstruction Bonds, Series 2023A Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Director of Finance as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Director of Finance shall timely deposit in the Debt Service Fund the ad valorem taxes hereinafter levied (the “Taxes”), which Taxes are pledged to the Debt Service Fund. There will always be retained in the Debt Service Fund a sufficient amount to pay principal of and interest on the Bonds, and the Director of Finance must report any current or anticipated deficiency in the Debt Service Fund to the Council. If payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Director of Finance is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Taxes when collected. There is also appropriated to the Debt Service Fund: (i) capitalized interest financed from Bond proceeds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof. There also shall be deposited to the Debt Service Fund all investment earnings on amounts in the Debt Service Fund and any other funds appropriated for the payment of principal or interest on the Bonds.

4.02. Construction Fund. The City hereby creates the General Obligation Street Reconstruction Bonds, Series 2023A Construction Fund (the “Construction Fund”). Proceeds of the Bonds, less the appropriations made in Section 4.01 hereof, together with the Taxes and any other funds appropriated for the Street Reconstruction collected during construction, will be deposited in the Construction Fund to be used solely to defray expenses of the Street Reconstruction and the payment of principal and interest on the Bonds prior to the completion and payment of all costs of the Street Reconstruction. When the Street Reconstruction is completed and the cost thereof paid, the Construction Fund is to be closed and any funds remaining may be deposited in the Debt Service Fund.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit, and taxing powers of the City are irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.03. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as attached hereto as **EXHIBIT C.**

4.05. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Director of Finance may certify to the County Auditor/Treasurer of Itasca County, Minnesota (the "County Auditor/Treasurer") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor/Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Registration of Resolution. The City Clerk is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer and to obtain the certificate required by Minnesota Statutes, Section 475.63.

4.07. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by Ehlers and Associates, Inc., the municipal advisor to the City, on the date of closing.

## Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, the City Clerk, and/or the Director of Finance are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Administrator, City Clerk, and/or the Director of Finance are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the Director of Finance, and the City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Director of Finance shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature(s) of the Mayor, the Director of Finance, the City Clerk, and/or the City Administrator to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

#### Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or the improvements to be financed by the Bonds, or to cause or permit them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2023 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2023 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

#### Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

#### Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate to be executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)



Approved by the City Council of the City of Grand Rapids, Minnesota this October 23rd, 2023.

**CITY OF GRAND RAPIDS, MINNESOTA**

---

Dale Christy  
Mayor

Attest:

---

Kimberly Gibeau  
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

**EXHIBIT A**  
**PROPOSALS**

**EXHIBIT B**  
**FORM OF BOND**

No. R-\_\_\_\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF ITASCA  
CITY OF GRAND RAPIDS

GENERAL OBLIGATION STREET RECONSTRUCTION BOND  
SERIES 2023A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
February 1, 20__	November 9, 2023	386335	__

Registered Owner: Cede &amp; Co.

The City of Grand Rapids, Minnesota, a duly organized and existing municipal corporation in Itasca County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2024, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2033 and on any day thereafter, to prepay the Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[Add term bond provisions as needed]

This Bond is one of an issue in the aggregate principal amount of \$2,250,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on October 23, 2023 (the “Resolution”), for the purpose of providing money to defray the expenses incurred and to be incurred in certain street reconstruction projects, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, specifically, Section 475.58, subdivision 3b. The

principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Grand Rapids, Itasca County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and the City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: November 9, 2023

**CITY OF GRAND RAPIDS, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Mayor

\_\_\_\_\_  
(Facsimile)  
City Administrator

## CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION**

By \_\_\_\_\_  
Authorized Representative

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

\_\_\_\_\_ Custodian \_\_\_\_\_

(Cust) \_\_\_\_\_ (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors  
Act, State of \_\_\_\_\_

JT TEN -- as joint tenants with right of  
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond is  
held by joint account.)

Please insert social security or other identifying  
number of assignee

\_\_\_\_\_

#### PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of  
Registrar

Cede & Co.  
Federal ID #13-2555119

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT C**  
**TAX LEVY SCHEDULE**





## REQUEST FOR CITY COUNCIL CONSIDERATION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider adopting a resolution awarding the sale of the \$4,755,000 General Obligation Utility Revenue Bonds, Series 2023B (Public Utilities Commission).

**PREPARED BY:** Barb Baird

---

**BACKGROUND:**

The bid opening for the sale of \$4,755,000 General Obligation Utility Revenue Bonds will occur on Monday, October 23, 2023, in the office of Ehlers & Associates, Inc. in Roseville, MN.

Representatives of the City and Ehlers will review the results of the competitive bidding for the sale of the bonds. A recommendation will be brought to the City Council for their consideration at 5:00 p.m.

Rebecca Kurtz, Vice President at Ehlers, will be at the City Council meeting to provide the results of the bid opening.

**REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution awarding the sale of \$4,755,000 General Obligation Utility Revenue Bonds, Series 2023B (Public Utilities Commission), fixing their form and specifications; directing their execution and delivery; and providing for their payment.

Extract of Minutes of Meeting  
of the City Council of the City of  
Grand Rapids, Itasca County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota, was duly held at the City Hall of the City on Monday, October 23, 2023, commencing at 5:00 p.m.

The following members were present:

and the following were absent:

\* \* \*

\* \* \*

\* \* \*

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's (Public Utilities Commission) General Obligation Utility Revenue Bonds, Series 2023B, to be issued in the original aggregate principal amount of \$4,755,000.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Official Terms of Proposal for the Bonds. The proposals were as set forth in **Exhibit A** attached.

After due consideration of the proposals, Member \_\_\_\_\_ then introduced the following resolution and moved its adoption:

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AWARDED THE SALE OF GENERAL OBLIGATION UTILITY REVENUE BONDS, SERIES 2023B (PUBLIC UTILITIES COMMISSION), IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,755,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED By the City Council (the "Council") of the City of Grand Rapids, Itasca County, Minnesota (the "City"), as follows:

Section 1. Sale of Bonds.

1.01. Water Revenue Bonds.

(a) The City engineer has recommended the construction of various improvements to the City's water system, including the Sylvan Bay and industrial park area water improvements (the "Water Improvements") which facilities the City has constructed, owns, and operates through its Public Utilities Commission (the "Commission").

(b) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the aggregate principal amount of \$\_\_\_\_\_ (the "Water Revenue Bonds"), pursuant to Minnesota Statutes, Chapters 444 and 475, as amended (the "Water Revenue Act"), to provide financing for the Water Improvements.

1.02. Wastewater Revenue Bonds.

(a) The City engineer has recommended the construction of various improvements to the City's wastewater system, including the Sylvan Bay and industrial park area wastewater improvements (the "Wastewater Improvements") which facilities the City has constructed, owns, and operates through its Commission.

(b) It is necessary and expedient to the sound financial management of the affairs of the City and the Commission to issue general obligation bonds in the aggregate principal amount of \$\_\_\_\_\_ (the "Wastewater Revenue Bonds"), pursuant to Minnesota Statutes, Chapters 444 and 475, as amended (collectively, the "Wastewater Revenue Act"), to provide financing for the Wastewater Improvements.

1.03. Issuance of General Obligation Bonds.

(a) The Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Utility Revenue Bonds, Series 2023B (Public Utilities Commission) (the "Bonds"), in the original aggregate principal amount of \$4,755,000, pursuant to the Water Revenue Act and the Wastewater Revenue Act (together, the "Act"), to finance the Water Improvements and the Wastewater Improvements.

(b) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection

with such sale. The actions of the City staff and municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.04. Award to the Purchaser and Interest Rates. The proposal of \_\_\_\_\_, \_\_\_\_\_ (the “Purchaser”), to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$\_\_\_\_\_ (the par amount of \$4,755,000, plus [a/an] [net] original issue [premium][discount] of \$\_\_\_\_\_, and less an underwriter’s discount in the amount of \$\_\_\_\_\_), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2025	%	2033	%
2026	%	2034	%
2027	%	2035	%
2028	%	2036	%
2029	%	2037	%
2030	%	2038	%
2031	%	2039	%
2032			

[ \_\_\_\_\_  
\* *Term Bonds*]

1.05. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Director of Finance and the General Manager of the Commission in consultation with the City’s municipal advisor. The Director of Finance is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds. The Mayor and City Administrator of the City are directed to execute a contract with the Purchaser on behalf of the City.

1.06. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act in the original aggregate principal amount of \$4,755,000, originally dated November 9, 2023, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$	2033	\$
2026	\$	2034	\$
2027	\$	2035	\$
2028	\$	2036	\$
2029	\$	2037	\$
2030	\$	2038	\$
2031	\$	2039	\$
2032			

[ \_\_\_\_\_  
\* *Term Bonds*]

(a) \$\_\_\_\_\_ of the principal amount of the Bonds, constituting the Water Revenue Bonds, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the Water Improvements:

Year	Amount	Year	Amount
2025	\$	2033	\$
2026	\$	2034	\$
2027	\$	2035	\$
2028	\$	2036	\$
2029	\$	2037	\$
2030	\$	2038	\$
2031	\$	2039	\$
2032			

[\_\_\_\_\_  
\* Term Bonds]

(b) \$\_\_\_\_\_ of the principal amount of the Bonds, constituting the Wastewater Revenue Bonds, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the construction of the Wastewater Improvements:

Year	Amount	Year	Amount
2025	\$	2033	\$
2026	\$	2034	\$
2027	\$	2035	\$
2028	\$	2036	\$
2029	\$	2037	\$
2030	\$	2038	\$
2031	\$	2039	\$
2032			

[\_\_\_\_\_  
\* Term Bonds]

1.07. Optional Redemption. The City may elect on February 1, 2033 and on any day thereafter, to prepay the Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.08. Mandatory Redemption; Term Bonds. To be completed if Term Bonds are requested by the Purchaser.]

## Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2024, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to a registered owner or upon the owner’s order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the Director of Finance must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the Director of Finance and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the Director of Finance will deliver the same

to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

### Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as set forth in **EXHIBIT B** attached hereto.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

### Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Utility Revenue Bonds, Series 2023B (Public Utilities Commission) Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Director of Finance as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City and the Commission. The City and the Commission will maintain the following accounts in the Debt Service Fund: the “Water Improvements Account” and the “Wastewater Improvements Account.” Amounts in the Water Improvements Account are irrevocably pledged to the Water Revenue Bonds and amounts in the Wastewater Improvements Account are irrevocably pledged to the Wastewater Revenue Bonds.

(a) Water Improvements Account. The City and the Commission will continue to maintain and operate its Water Fund, to which will be credited all gross revenues of the water system (the “Water System”), and out of which will be paid all normal and reasonable expenses of current operations of such system. Any balances therein are deemed net water revenues (the “Net Water Revenues”) and will be transferred, from time to time, to the Water Improvements Account of the Debt Service Fund, which Water Improvements Account will be used only to pay principal of and interest on the Water Revenue Bonds, and any other bonds similarly authorized. There will always be retained in the Water Improvements Account a sufficient amount to pay principal of and interest on the Water Revenue Bonds, and the Director of Finance and the General Manager of the Commission must report any current or anticipated deficiency in the Water Improvements Account to the Council and the Commission. If payment of principal or interest on the Water Revenue Bonds becomes due when there is not sufficient money in the Water Improvements Account in the Debt Service Fund to pay the same, the Director of Finance is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Net Water Revenues when collected. There is also appropriated to the Water Improvements Account a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.05 hereof. There also shall be deposited to the Water Improvements Account of the Debt Service Fund all investment earnings on amounts in the Water Improvements Account of the Debt Service Fund and any other funds appropriated for the payment of principal or interest on the Water Improvements Bonds.

(b) Wastewater Improvements Account. The City and the Commission will continue to maintain and operate its Wastewater Fund, to which will be credited all gross revenues of the wastewater system (the “Wastewater System”), and out of which will be paid all normal and reasonable expenses of current operations of such system. Any balances therein are deemed net wastewater revenues (the “Net



Wastewater Revenues”) and will be transferred, from time to time, to the Wastewater Improvements Account of the Debt Service Fund, which Wastewater Improvements Account will be used only to pay principal of and interest on the Wastewater Revenue Bonds, and any other bonds similarly authorized. There will always be retained in the Wastewater Improvements Account a sufficient amount to pay principal of and interest on the Wastewater Revenue Bonds, and the Director of Finance and the General Manager of the Commission must report any current or anticipated deficiency in the Wastewater Improvements Account to the Council and the Commission. If payment of principal or interest on the Wastewater Revenue Bonds becomes due when there is not sufficient money in the Wastewater Improvements Account in the Debt Service Fund to pay the same, the Director of Finance is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Net Wastewater Revenues. There is also appropriated to the Wastewater Improvements Account a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.05 hereof. There also shall be deposited to the Wastewater Improvements Account of the Debt Service Fund all investment earnings on amounts in the Wastewater Improvements Account of the Debt Service Fund and any other funds appropriated for the payment of principal or interest on the Wastewater Improvements Bonds

4.02. Construction Fund. The City and the Commission hereby create the General Obligation Utility Revenue Bonds, Series 2023B (Public Utilities Commission) Construction Fund (the “Construction Fund”). The City and the Commission will maintain the following accounts in the Construction Fund: the “Water Improvements Account” and the “Wastewater Improvement Accounts.” Amounts in the Water Improvements Account are irrevocably pledged to the Water Revenue Bonds and amounts in the Wastewater Improvements Account are irrevocably pledged to the Wastewater Revenue Bonds.

(a) Water Improvements Account. Proceeds of the Water Revenue Bonds, less the appropriations made in Section 4.01(a) hereof together with any other funds appropriated for the Water Improvements collected during the construction of the project, will be deposited in the Water Improvements Account of the Construction Fund to be used solely to defray expenses of the Water Improvements. When the Water Improvements are completed and the cost thereof paid, the Water Improvements Account of the Construction Fund is to be closed and any funds remaining may be deposited in the Water Improvements Account of the Debt Service Fund.

(b) Wastewater Improvements Account. Proceeds of the Wastewater Revenue Bonds, less the appropriations made in Section 4.01(b) hereof together with any other funds appropriated for the Wastewater Improvements collected during the construction of the project, will be deposited in the Wastewater Improvements Account of the Construction Fund to be used solely to defray expenses of the Wastewater Improvements. When the Wastewater Improvements are completed and the cost thereof paid, the Wastewater Improvements Account of the Construction Fund is to be closed and any funds remaining may be deposited in the Wastewater Improvements Account of the Debt Service Fund.

4.03. City Covenants with Respect to the Bonds. The Council and the Commission covenant and agree with the holders of the Bonds that so long as any of the Water Revenue Bonds and Wastewater Revenue Bonds remain outstanding and unpaid, they will keep and enforce the following covenants and agreements:

(a) The Commission will continue to maintain and efficiently operate the Water System and the Wastewater System as public utilities and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the accounts of the Water System and the Wastewater System, respectively, as hereinabove provided, and will make no

expenditures from those accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The Commission and the City will also maintain the Water Improvements Account of the Debt Service Fund as a separate account in the water funds and will cause money to be credited thereto from time to time, out of Net Water Revenues from the Water System in sums sufficient to pay principal of and interest on the Water Revenue Bonds when due.

(c) The Commission and the City will also maintain the Wastewater Improvements Account of the Debt Service Fund as a separate account in the Wastewater Fund and will cause money to be credited thereto from time to time, out of Net Wastewater Revenues from the Wastewater System in sums sufficient to pay principal of and interest on the Wastewater Revenue Bonds when due.

(d) The City and the Commission will keep and maintain proper and adequate books of records and accounts separate from all other records of the City and the Commission in which will be complete and correct entries as to all transactions relating to the Water System and the Wastewater System and which will be open to inspection and copying by any bondholder, or the bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all bondholders upon request.

(e) The Council and the Commission will cause persons handling revenues of the Water System and the Wastewater System to be bonded in reasonable amounts for the protection of the City and the bondholders and will cause the funds collected on account of the operations of such systems to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(f) The Council and the Commission will keep the Water System and the Wastewater System insured at all times against loss by fire, tornado and other risks customarily insured against, with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Water Revenue Bonds and the Wastewater Revenue Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(g) The City and the Commission and each and all of its officers will punctually perform all duties with reference to the Water Systems and the Wastewater System as required by law.

(h) The City will impose and collect charges of the nature authorized by Section 444.075 of the Act at the times and in the amounts required to produce Net Water Revenues adequate to pay all principal and interest when due on the Water Revenue Bonds and to produce Net Wastewater Revenues adequate to pay all principal and interest when due on the Wastewater Revenue Bonds and to create and maintain such reserves securing said payments as may be provided herein.

(i) The Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in pledged Net Water Revenues or Net Wastewater Revenues (collectively, the "Net Revenues").

(j) The City hereby determined that the estimated collection of Net Revenues herein pledged for the payment of principal and interest on the Water Revenue Bonds and the Wastewater Revenue Bonds will produce at least 5% in excess of the amount needed to meet, when due, the principal and interest payments on the Water Revenue Bonds and the Wastewater Revenue Bonds, respectively.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit, and taxing powers of the City are irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.05. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Net Revenues will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds and that no tax levy is needed at this time.

4.06. Registration of Resolution. The City Clerk is authorized and directed to file a certified copy of this resolution with the Itasca County Auditor/Treasurer and to obtain the certificate required by Minnesota Statutes, Section 475.63.

4.07. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by Ehlers and Associates, Inc., the municipal advisor to the City, on the date of closing.

4.08. State Credit Enhancement.

(a) Pursuant to a resolution adopted by the Council on August 28, 2023, the Council authorized and directed City staff to enter the City into a Credit Enhancement Program Agreement (the "Credit Agreement") with the Minnesota Public Facilities Authority (the "Authority"). Pursuant to Minnesota Statutes, Section 446A.086, as amended (the "Credit Enhancement Act"), the State of Minnesota, acting through the Authority, may provide a guarantee of any deficiency of debt service payments on the Bonds. Pursuant to the Credit Enhancement Act, the City makes the following representations and covenants:

(i) the City will notify the Authority of any default or potential default in the payment of principal or interest due on the Bonds;

(ii) the City will deposit with the Registrar all payments of principal and interest due on the Bonds at least 3 business days prior to the payment due date;

(iii) the agreement the City enters into with the Registrar will include all provisions required by the Credit Enhancement Act; and

(iv) the City will comply with all provisions of the Credit Agreement and with the Credit Enhancement Act.

(b) Pursuant to subdivision 3 of the Credit Enhancement Act, the City acknowledges and agrees that the Registrar is required to inform the Minnesota Commissioner of Management and Budget and the Authority if the Registrar becomes aware of a default or potential default in the payment of principal or interest on the Bonds or if, on the day 2 business days before the date a payment is due on the Bonds, there are insufficient funds to make the payment on deposit with the Registrar.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City and the Commission are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City and the Commission relating to the Bonds and to the financial condition and affairs of the City and the Commission, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City and the Commission as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, and/or the Director of Finance are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Administrator, City Clerk, the General Manager of the Commission, and/or the Director of Finance are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, and the Director of Finance shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Director of Finance shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature(s) of the Mayor, the Director of Finance, the City Clerk, the General Manager of the Commission and/or the City Administrator to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

## Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or the improvements to be financed by the Bonds, or to cause or permit them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2023 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2023 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

#### Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.05 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect

to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid.

No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

## Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate to be executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

Approved by the City Council of the City of Grand Rapids, Minnesota this October 23rd, 2023.

**CITY OF GRAND RAPIDS, MINNESOTA**

---

Dale Christy  
Mayor

Attest:

---

Kimberly Gibeau  
City Clerk



The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

**EXHIBIT A**  
**PROPOSALS**

**EXHIBIT B****FORM OF BOND**

No. R-\_\_\_\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
 STATE OF MINNESOTA  
 COUNTY OF ITASCA  
 CITY OF GRAND RAPIDS

GENERAL OBLIGATION UTILITY REVENUE BOND  
 SERIES 2023B  
 (PUBLIC UTILITIES COMMISSION)

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	November 9, 2023	386335 ____

Registered Owner: Cede &amp; Co.

The City of Grand Rapids, Minnesota, a duly organized and existing municipal corporation in Itasca County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2024, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2033 and on any day thereafter, to prepay the Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[Add term bond provisions as needed]

This Bond is one of an issue in the aggregate principal amount of \$4,755,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on October 23, 2023 (the “Resolution”), for the purpose of providing money to defray the expenses incurred and to be incurred in making improvements to the City’s water and wastewater utility systems, including the Sylvan Bay and industrial park area water and

wastewater improvements, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 444 and 475, as amended. The principal hereof and interest hereon are payable primarily from net revenues of the water and wastewater systems operated by the Grand Rapids Public Utility Commission (the "Commission"). Net revenues are pledged to a special debt service fund of the Commission, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy ad valorem taxes on all taxable property in the City in the event of any deficiency in net revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

IT IS HEREBY CERTIFIED AND RECITED that in and by the Resolution, the City and the Commission have covenanted and agreed that the Commission will continue to own and operate the water and wastewater systems free from competition by other like municipal utilities; that adequate insurance on said systems and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Water Fund and Wastewater Fund, into which the Commission will pay all of the gross revenues from the water and wastewater systems; that it will also create and maintain the General Obligation Utility Revenue Bonds, Series 2023B (Public Utilities Commission) Debt Service Fund, into which the Commission will pay, out of the net revenues from the water and wastewater systems a sum sufficient to pay principal of the Bonds (as defined in the Resolution) and interest on the Bonds when due; and that the City will provide, by ad valorem tax levies, for any deficiency in required net revenues of the water and wastewater systems.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Grand Rapids, Itasca County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and the City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: November 9, 2023

**CITY OF GRAND RAPIDS, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Mayor

\_\_\_\_\_  
(Facsimile)  
City Administrator

**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

By \_\_\_\_\_  
Authorized Representative

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

\_\_\_\_\_  
Custodian \_\_\_\_\_

(Cust) (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors  
Act, State of \_\_\_\_\_

JT TEN -- as joint tenants with right of  
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

\_\_\_\_\_

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

\_\_\_\_\_

\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of RegistrationRegistered OwnerSignature of  
RegistrarNovember 9, 2023Cede & Co.  
Federal ID #13-2555119



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider adopting a resolution accepting the donations for 2023 National Night Out / Community BBQ supporters of SuperOne, Pinched Catering, Walmart, Pepsi, and Sandstroms.

**PREPARED BY:** Chief Andy Morgan

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**BACKGROUND:**

National Night Out is an annual community-building event that promotes a stronger partnership between police and community. Grand Rapids Police Department has hosted numerous successful National Night Out gatherings in the past. This year's August event was cancelled due to the threat of serious weather. Recognizing the value of gathering as a community, Grand Rapids Police Department scheduled a Community BBQ for August 31, 2023. Below you will find the gracious financial donors of this year's event.

- SuperOne Foods donated food product valued at approximately \$200
- Pinched Catering donated food product \$150
- Wal-Mart donated potato chips and water valued at approximately \$200
- Pepsi donated refreshments valued at approximately \$200
- Sandstorms donated food supplies and paper goods \$200

The gathering was a huge success, and we greatly value continued partnerships with all.

**REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution accepting the donations from SuperOne, Pinched Catering, Walmart, Pepsi, and Sandstroms.



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

# RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A FOOD AND GOODS DONATION VALUED AT APPROXIMATELY SUPERONE FOODS \$200, PINCHED CATERING \$150, WAL-MART \$200, PEPSI \$200 AND SANDSTROMS \$200 FOR THE GRAND RAPIDS POLICE DEPARTMENT COMMUNITY BBQ

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donations below for the benefit of conducting the City of Grand Rapids Police Department Community BBQ:

- SuperOne Foods donated food products valued at approximately \$200
- Pinched Catering donated food product \$150
- Wal-Mart donated potato chips and water valued at approximately \$200
- Pepsi donated refreshments valued at approximately \$200
- Sandstorms donated food supplies and paper goods \$200

Adopted this 23<sup>rd</sup> day of October 2023

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Dale Christy, Mayor

Attest:

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Kimberly Johnson-Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 23, 2023

**AGENDA ITEM:** Consider appointing applicants to Board & Commission vacancies

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

There are vacant positions on the following Boards and Commissions for which we have received applications.

Pokegama Golf Course Board  
Grand Rapids Planning Commission  
Human Rights Commission

Councilmembers have contacted applicants and are recommending appointments.

### REQUESTED COUNCIL ACTION:

Make a motion to appoint applicants to Boards & Commissions.



## APPLICATION FOR CITY BOARDS AND COMMISSIONS

Return to:  
 City Administration Office  
 420 N. Pokegama Avenue  
 Grand Rapids, MN 55744  
 218-326-7600

### Personal Information:

Name: Pat Schwartz	Date: April 18, 2023
Address: [REDACTED]	Day Phone: [REDACTED]
Employer: Hat Trick Partners / Edina, MN	Evening Phone: [REDACTED]
Occupation: Athlete Consultant	E-Mail: [REDACTED]

Please rank in order the Boards/Commissions on which you would like to serve (leave blank any on which you do not wish to serve):

<input type="checkbox"/> Arts & Culture Commission <input type="checkbox"/> Economic Development Authority <input checked="" type="checkbox"/> Golf Course Board <input type="checkbox"/> Human Rights Commission <input type="checkbox"/> Library Board	Civic Center Advisory Board Planning Commission Police Community Advisory Board Public Utilities Commission	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
--	--	--

Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?)  
 I worked at the Pokegama Golf Course for approximately 4 years as a Grounds Maintenance Foreman under Dan Peluso. I am very familiar with this course as while I was employed there.

How did you become interested in serving on a Board or Commission?

I would like to give back to the community in some way and serving under a Board or Commission is I feel a great way to do that.

Are you related to any City employee or elected official? YES ☐ NO ☒

If yes, to whom and how are you related? \_\_\_\_\_

Are you a Resident ☒ or Non-Resident ☐ ?

Do you own property or own a business within the Grand Rapids city limits?

YES ☐ NO ☒ If yes, please explain: \_\_\_\_\_

**Data Authorization:**

If appointed, I, Pat Schwartz, authorize the City of Grand Rapids to release the following private data upon request made to the City (check all that apply).

Home Phone # \_\_\_\_\_

Work Phone#                     

Cell Phone #                     

I also authorize the City of Grand Rapids to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members upon request for such data. The person(s) receiving such private data must use it only for lawful purposes.

This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

I agree to inform the City Clerk's office of any change indicated above.

I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

I, Pat Schwartz, as a member of a City of Grand Rapids Commission/Board do understand that as a Commission/Board member I will be utilizing my private email address for official City business. I further understand that pursuant to *Minnesota Statutes Chapter 13* (Data Practices), that upon request from City Administration that I must provide emails relative to City business to fulfill all Data Practices requests. Failure to do so could be deemed a Misdemeanor pursuant to Minnesota Law.

4/18/23

Date

\_\_\_\_\_  
Signature

**Kim Gibeau**

---

**From:** Grand Rapids Minnesota <grandrapids-mn@municodeweb.com>  
**Sent:** Tuesday, August 29, 2023 12:22 PM  
**To:** Kim Gibeau  
**Subject:** Application for Boards & Commissions

Submitted on Tuesday, August 29, 2023 - 12:21pm

Submitted by anonymous user: 216.70.44.146

Submitted values are:

**CONTACT INFORMATION**

Full Name Roger Mischke

Phone Number [REDACTED]

Email [REDACTED]  
[REDACTED]

**BOARDS AND COMMISSIONS**

Please select all Boards & Commissions on which you would like to serve.

Boards & Commissions GOLF COURSE BOARD

**BACKGROUND INFORMATION**

Occupation: Banking

Qualifications:

I have been involved with youth organizations and boards for the past 20 years. I feel my work background and volunteering in the community gives me a great background to help move the vision of the golf course forward. I have been a member of PGC for over 35 years and have been an employee of the grounds crew in HS and college which helps see the big picture of the course.

Additional Comments:

Being a member for 35 years and seeing the change of leadership of the retiring of Bob Cahill has spiked my interest of serving on this board.

City Relationships: No

If yes to previous question:

Residency: No

**DATA AUTHORIZATION:**

- Phone Number
- Email Address
- Work number if provided

**AGREE:**

- I agree to inform the City Clerk's office of any change indicated above.
- I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this application.
- I understand and agree that as a member of a City of Grand Rapids Commission/Board that I will be utilizing my private email address for official City business. I further understand that pursuant to Minnesota Statutes Chapter 13 (Data Practices), that upon request from City Administration that I must provide emails relative to City business to fulfill all data practice requests. Failure to do so could be deemed a Misdemeanor pursuant to Minnesota Law.

- I agree that by submitting this application, I am stating that the statements and information provided are and correct to the best of my knowledge.

The results of this submission may be viewed at:

<https://link.edgepilot.com/s/97d30c0a/bSvEpTb9FUKjwEfQpE4ZAw?u=https://cityofgrandrapidsmn.com/node/791/submission/1074>

## Kim Gibeau

---

**From:** Grand Rapids Minnesota <grandrapids-mn@municodeweb.com>  
**Sent:** Thursday, October 12, 2023 4:01 PM  
**To:** Kim Gibeau  
**Subject:** Application for Boards & Commissions

Submitted on Thursday, October 12, 2023 - 4:01pm

Submitted by anonymous user: 205.149.152.7

Submitted values are:

### CONTACT INFORMATION

Full Name Amanda Lamppa

Phone Number [REDACTED]

Email [REDACTED]

Address: [REDACTED]

### BOARDS AND COMMISSIONS

Please select all Boards & Commissions on which you would like to serve.

Boards & Commissions

- ARTS & CULTURE COMMISSION
- CIVIC CENTER ADVISORY BOARD
- ECONOMIC DEVELOPMENT AUTHORITY
- PLANNING COMMISSION

### BACKGROUND INFORMATION

Occupation: Project Manager, Itasca Economic Development Corporation

Qualifications:

My line of work as well as my affinity to make Grand Rapids an awesome place to live and raise a family hopefully qualify me to volunteer my time to keep our town thriving and beautiful.

Additional Comments:

I was asked to apply for the Grand Rapids Arts & Culture Commission and I have very much enjoyed my time there. We heard of a vacancy for the Planning Commission and I would enjoy doing this as well.

City Relationships: No

If yes to previous question:

Residency: Yes

### DATA AUTHORIZATION:

- Phone Number
- Email Address
- Work number if provided

### AGREE:

- I agree to inform the City Clerk's office of any change indicated above.
- I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this application.

- I understand and agree that as a member of a City of Grand Rapids Commission/Board that I will be utilizing my private email address for official City business. I further understand that pursuant to Minnesota Statutes Chapter 13 (Data Practices), that upon request from City Administration that I must provide emails relative to City business to fulfill all data practice requests. Failure to do so could be deemed a Misdemeanor pursuant to Minnesota Law.
- I agree that by submitting this application, I am stating that the statements and information provided are true and correct to the best of my knowledge.

The results of this submission may be viewed at:

<https://link.edgepilot.com/s/a780e8a9/xF5se1QYnEeDtdKXD1QlHg?u=https://cityofgrandrapidsmn.com/node/791/submission/1112>





## APPLICATION FOR CITY BOARDS AND COMMISSIONS

Return to:  
City Administration Office  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744  
218-326-7600

## Personal Information:

Name: <i>Susan Zeige</i>	Date: <i>October 16, 2023</i>
Address: [REDACTED]	Day Phone: [REDACTED]
Employer: [REDACTED]	Evening Phone: [REDACTED]
Occupation: <i>Retired</i>	[REDACTED]

Please rank in order the Boards/Commissions on which you would like to serve (leave blank any on which you do not wish to serve):

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | Arts & Culture Commission                 |
| <input checked="" type="checkbox"/> | Economic Development Authority <i>(1)</i> |
| <input type="checkbox"/>            | Golf Course Board                         |
| <input type="checkbox"/>            | Human Rights Commission                   |
| <input checked="" type="checkbox"/> | Library Board <i>(3)</i>                  |

- |  |
|--|
| Parks, Recreation & Civic Center Board |
| Planning Commission                    |
| Police Community Advisory Board        |
| Public Utilities Commission            |

<input type="checkbox"/>	<i>(2)</i>
<input checked="" type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?)

*I served on the Grand Rapids City Council for seven years, and was mayor for five of those years. I previously sat on the Planning Commission and Library Board.*

How did you become interested in serving on a Board or Commission?

*I love to make a difference and be involved in the community. Friends have encouraged me as well to get involved on a city board or commission.*

Are you related to any City employee or elected official? YES ☐ NO ☒

If yes, to whom and how are you related? \_\_\_\_\_

*I have proven myself as a leader, and would love the opportunity to serve again.*

Are you a Resident ☒ or Non-Resident ☐ ?

Do you own property or own a business within the Grand Rapids city limits?

YES ☒ NO ☐ If yes, please explain: Home

**Data Authorization:**

If appointed, I, Susan Zeige, authorize the City of Grand Rapids to release the following private data upon request made to the City (check all that apply).

Home Phone # [REDACTED]

Work Phone#                     

Cell Phone # [REDACTED]

I also authorize the City of Grand Rapids to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members upon request for such data. The person(s) receiving such private data must use it only for lawful purposes.

This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

I agree to inform the City Clerk's office of any change indicated above.

I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

I recognize and agree that I will be issued a City of Grand Rapids official email and will utilize it for official business of Boards & Commissions only.

October 16, 2023  
Date

Susan Zeige  
Signature

## Kim Gibeau

---

**From:** Grand Rapids Minnesota <grandrapids-mn@municodeweb.com>  
**Sent:** Wednesday, September 6, 2023 8:05 PM  
**To:** Kim Gibeau  
**Subject:** Application for Boards & Commissions

Submitted on Wednesday, September 6, 2023 - 8:05pm

Submitted by anonymous user: 107.115.203.61

Submitted values are:

### CONTACT INFORMATION

Full Name Peggy Clayton

Phone Number [REDACTED]

Email [REDACTED]

Address: [REDACTED]

### BOARDS AND COMMISSIONS

Please select all Boards & Commissions on which you would like to serve.

Boards & Commissions HUMAN RIGHTS COMMISSION

### BACKGROUND INFORMATION

Occupation: Harris Township Supervisor

Qualifications:

I retired from Itasca County in 2018, where I spent 16 years as a Human Resources Officer. I handled all of the recruitment from the beginning to end (job descriptions, interviews, interview questions, background checks, etc). I was also in charge of the security system, and all training provided to employees within the county. . I was very instrumental in drug and alcohol policies and procedures, when the federal drug and alcohol law became effective.

I also was the back up support for the Deputy Clerk of the Board. I also worked with county bargaining unit contracts, and negotiations.

While working in Human Resources, I became certified as a Human Resources Specialist. I am extremely well-versed in data privacy, open meeting law, and employment law, to name a few.

After 16 years, I was promoted to Health and Human Services, as a Human Services Supervisor, and remained in that capacity for 11 years, prior to my retirement in 2018. I supervised the agency Front Desk Staff, was the Clerk for the Itasca County Human Services Advisory Board. I also provided assistance with pulling together contracts for the agency, provided back up support for the Director of the agency, and provided assistance directly within the agency.

I have been a Harris Township Supervisor since 2016, and in the last three years have served in the capacity as the chair of the board.

Additional Comments:

I feel confident in my skills and abilities to serve on the Human Rights Commission, as I have extensive background experience to benefit the current commission.

City Relationships: No

If yes to previous question:

Residency: No

DATA AUTHORIZATION:

- Phone Number
- Email Address
- Work number if provided

AGREE:

- I agree to inform the City Clerk's office of any change indicated above.
- I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this application.
- I understand and agree that as a member of a City of Grand Rapids Commission/Board that I will be utilizing my private email address for official City business. I further understand that pursuant to Minnesota Statutes Chapter 13 (Data Practices), that upon request from City Administration that I must provide emails relative to City business to fulfill all data practice requests. Failure to do so could be deemed a Misdemeanor pursuant to Minnesota Law.
- I agree that by submitting this application, I am stating that the statements and information provided are true and correct to the best of my knowledge.

The results of this submission may be viewed at:

<https://link.edgepilot.com/s/7eab346f/ru74NqEiIEulur99scjsPw?u=https://cityofgrandrapidsmn.com/node/791/submission/1082>

**Kim Gibeau**

**From:** Grand Rapids Minnesota <grandrapids-mn@municodeweb.com>  
**Sent:** Wednesday, October 4, 2023 10:47 AM  
**To:** Kim Gibeau  
**Subject:** Application for Boards & Commissions

Submitted on Wednesday, October 4, 2023 - 10:47am

Submitted by anonymous user: 205.149.149.222

Submitted values are:

**CONTACT INFORMATION**

Full Name Katelyn Dokken

Phone Number [REDACTED]

Email [REDACTED]

Address: [REDACTED]

**BOARDS AND COMMISSIONS**

Please select all Boards & Commissions on which you would like to serve.

Boards & Commissions

- ARTS & CULTURE COMMISSION
- HUMAN RIGHTS COMMISSION

**BACKGROUND INFORMATION**

Occupation: Director of Minnesota Education Programs: Ampact

Qualifications:

I've worked for 11 years as a Senior Manager and Director for a large, national education nonprofit that places trained tutors to serve in schools as tutors. (Minnesota Reading, Math, and Early Learning Corps) Our organization also leads the AmeriCorps programs: Minnesota Recovery Corps (which offers peer-to-peer support for Minnesotans--believing recovery is possible for everyone), Heading Home Corps (supporting people experiencing homelessness), Public Health Corps, and Climate Impact Corps. I graduated from the Blandin Leadership program in 2016 and have volunteered with Lunch Buddies and the Free Range Food Co-op. In 2020, I completed a Diversity, Equity, and Inclusion certificate through the University of Minnesota. I am a transplant to Grand Rapids but my husband and his family have lived here their whole lives. I've enjoyed getting to know the community more and feel that I can put my skills to use on a board.

Additional Comments:

I am passionate about diversity, equity, and inclusion and also know that I have a lot more to learn when it comes to this area and the needs of our particular community. That is what sparks my interest in the Human Rights Commission. I have a 2 year old daughter that I am raising in Grand Rapids and I want to make sure that I'm doing everything I can to ensure that all citizens in Grand Rapids feel welcomed and included. I also am passionate about volunteering and serving my community and have the time to give back.

City Relationships: No

If yes to previous question: N/A

Residency: Yes

DATA AUTHORIZATION:

- Phone Number
- Email Address

## AGREE:

- I agree to inform the City Clerk's office of any change indicated above.
- I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this application.
- I agree that by submitting this application, I am stating that the statements and information provided are true and correct to the best of my knowledge.

The results of this submission may be viewed at:

<https://link.edgepilot.com/s/1b69ca4c/iYhbvfCUf0Cjr21gUc77rQ?u=https://cityofgrandrapidsmn.com/node/791/submission/1106>

**Kim Gibeau**

**From:** Grand Rapids Minnesota <grandrapids-mn@municodeweb.com>  
**Sent:** Thursday, October 5, 2023 2:42 PM  
**To:** Kim Gibeau  
**Subject:** Application for Boards & Commissions

Submitted on Thursday, October 5, 2023 - 2:42pm

Submitted by anonymous user: 66.171.40.21

Submitted values are:

**CONTACT INFORMATION**

Full Name Ronald Eugene Grossman

Phone Number [REDACTED]

Email [REDACTED]

Address: [REDACTED]

**BOARDS AND COMMISSIONS**

Please select all Boards & Commissions on which you would like to serve.

Boards & Commissions HUMAN RIGHTS COMMISSION

**BACKGROUND INFORMATION**

Occupation: Retired clergy

Qualifications:

I have worked many years with troubled teens, with developmentally challenged children and adults. Also with young people with addiction and behavioral issues.

I also did paraprofessional work in Deer River and Greenway schools, and Head Start

Additional Comments:

I am deeply interested in social justice issues, and would look at this to make a positive contribution my community

City Relationships: No

If yes to previous question:

Residency: Yes

**DATA AUTHORIZATION:**

- Phone Number
- Email Address
- Work number if provided

**AGREE:**

- I agree to inform the City Clerk's office of any change indicated above.
- I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this application.
- I understand and agree that as a member of a City of Grand Rapids Commission/Board that I will be utilizing my private email address for official City business. I further understand that pursuant to Minnesota Statutes Chapter 13 (Data Practices), that upon request from City Administration that I must provide emails relative to City business to fulfill all data practice requests. Failure to do so could be deemed a Misdemeanor pursuant to Minnesota Law.
- I agree that by submitting this application, I am stating that the statements and information provided are true and correct to the best of my knowledge.

The results of this submission may be viewed at:

*Item 21.*

<https://link.edgepilot.com/s/f97e4c38/6kS6GNvoBUCxTtmVrkILwQ?u=https://cityofgrandrapidsmn.com/node/791/submission/1107>