



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

CITY COUNCIL MEETING AGENDA

Monday, March 13, 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, March 13, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, February 27, 2023 Worksession & Regular meeting and Closed Meeting summary.

VERIFIED CLAIMS:

2. Approve the verified claims for the period February 22, 2023 to March 6, 2023 in the total amount of \$2,102,205.82.

CONSENT AGENDA:

3. Consider an agreement with Blandin Foundation for GR Riverfest
4. Consider terminating employees at the IRA Civic Center.
5. Consider authorizing the Police Department to enter into Congratulate and Educate Tobacco Compliance Check annual plan agreement / contract with Minnesota Department of Human Services.
6. Consider authorizing the Police Department to sell five (5) forfeited vehicles through Mid State Auto online auction.
7. Consider purchasing an 84" snow blade from ASV
8. Consider the purchase of and payment to Northland Lawn and Sport for one John Deere X354 Mower for \$5,504.42 for the Itasca Calvary Cemetery.
9. Consider approval of MOU's with labor union, amending the official city calendar, and personnel policy manual to reflect the State's adoption of Juneteenth as an official holiday.

- [10.](#) Consider Use Agreements with ISD 318, GRAHA, and SNFC related to the IRA Civic Center
- [11.](#) Consider Cart Storage Agreement
- [12.](#) Consider Termination of Employee
- [13.](#) Consider entering into an Agreement for Consulting Services for GASB 67 & 68 Actuarial Valuation with USI Consulting Group, Incorporated. (Formerly Hildi, Inc.)
- [14.](#) Consider donating retired Library IT equipment to the Arrowhead Library System.
- [15.](#) Consider a Memorandum of Understand (MOU) with the Patrol Union related to length of service credit for new hires.
- [16.](#) Consider adopting a resolution approving an operating transfer from the Capital Projects fund-Permanent Improvement Revolving Fund (PIR) to the Capital Projects Fund-Grand Rapids Arts & Culture Projects.

SET REGULAR AGENDA:

ADMINISTRATION:

- [17.](#) Consider hiring Jamey Serich as IT Network Technician
- [18.](#) Consider appointing Andy Morgan to the position of Chief of Police
- [19.](#) Consider hiring Amanda Mitchell as Administrative Assistant

CITY COUNCIL:

- [20.](#) Consider appointing members to the Civic Center Advisory Board

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 27, 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



CITY OF
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CITY COUNCIL WORKSESSION MINUTES
Monday, February 27, 2023
5:00 PM

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

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

STAFF: Tom Pagel, Chad Sterle, Chery Pierzina, Andy Morgan, Laura Pfeifer, Rob Mattei

BUSINESS:

1. Human Rights Commission Workplan Review

Angie Erickson and Bernadine Joselyn, members of the Human Rights Commission, provided overview of 2022 events and activities, partnerships that have been established and the 2023 workplan the Commission.

DEPARTMENT HEAD REPORT:

2. Police Department

Police Captain Andy Morgan provided report to Council, including review of licensed Police personnel, organizational chart, changes in leadership roles, number and timing of calls for assistance, winter parking enforcement, School Resource Officers, Support Staff, blight, etc. A full report is available upon request.

REVIEW OF REGULAR AGENDA:

Include new applicant for Planning Commission consideration in item #15 on the regular agenda. No other changes or additions are noted.

ADJOURN:

There being no further business, the meeting adjourned at 4:57 PM.

Respectfully submitted:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES

Monday, February 27, 2023

5:00 PM

Mayor Christy called the meeting to order at 5:00 PM.

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

STAFF: Tom Pagel, Chad Sterle, Andy Morgan, Rob Mattei, Laura Pfeifer, Chery Pierzina

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor Adams reported on the current issues addressed by RAMS.

Mayor Christy and City Staff met with IRRR representatives with a focus on how to move the area forward, with an emphasis on housing.

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, February 13, 2023 Worksession and Regular meetings, summary for Monday, February 13, 2023 Closed meeting and Tuesday, February 21, 2023 Special meeting.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period February 7, 2023 to February 21, 2023 in the total amount of \$849,765.57.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Reviewed and acknowledge the following minutes:

- ~ January 3, 2023 Arts & Culture meeting
- ~ January 20, 2023 Golf Board meeting
- ~ January 25, 2023 PUC meeting
- ~ January 25, 2023 Human Rights meeting
- ~ January 26, 2023 GREDA meeting

CONSENT AGENDA:

4. Consider entering into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 4, 2023.
5. Consider approving amendment 5 to the cemetery sexton agreement with the City of Cohasset
6. Consider entering into Advertising Agreements with businesses at the IRA Civic Center.
7. Consider adopting a resolution approving budgeted transfers from the General Fund to Special Revenue Funds-Domestic Animal Control Facility and Central School.

Adopted Resolution 23-11

8. Consider adoption of a resolution authorizing an application to the IRRR Development Infrastructure Grant program for the Forest Lake Redevelopment Project

Adopted Resolution 23-12

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

Adopted Resolution 23-13

10. Consider depositing the sum of \$3,623 of unclaimed currency that was originally turned into Grand Rapids Police Department.
11. Consider adopting a resolution authorizing an operating transfer.

Adopted Resolution 23-14

12. Consider change orders for the IRA Civic Center Improvement Project
13. Consider adopting a resolution setting a public hearing on the proposed vacation of an alley and public easement.

Adopted Resolution 23-15

Motion made by Councilor Adams, Second by Councilor Connelly to approve the Consent agenda as amended to include Planning Commission applicant for appointment consideration. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

SET REGULAR AGENDA:

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

ADMINISTRATION:

14. Consider retirement of Chief of Police Steve Schaar and direct staff to initiate interviews for the position of Chief of Police

Motion made by Councilor Sutherland, Second by Councilor Adams accepting notice of retirement from Police Chief Steve Schaar, authorized staff to begin the process for filling the vacancy and appointed Mayor Christy and Councilor Sutherland as representatives in selection process. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

CITY COUNCIL:

15. Consider appointments to Boards and Commissions.

Motion made by Councilor Connelly, Second by Councilor Adams made the following appointments to Boards and Commissions:

Golf Board - Rick McDonald - term expiring March 1, 2026
 Human Rights - Angella Erickson - term expiring March 1, 2026
 Human Rights - Joan Gunderman - term expiring March 1, 2026
 Planning Commission - Pat Goggin - term expiring March 1, 2027
 Planning Commission - Ted Hubbes - term expiring March 1, 2027
 Planning Commission - Rick Blake - term expiring March 1, 2025
 Planning Commission - Paul Bignall - term expiring March 1, 2024
 Public Utilities Commission - Luke Francisco - term expiring March 1, 2027

Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor Sutherland

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:17 PM.

Respectfully submitted:

Kimberly Gibeau

Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL CLOSED MEETING MINUTES

Monday, February 27, 2023

5:30 PM

Mayor Christy called the meeting to order at 5:27 PM.

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

STAFF: Chad Sterle, Tom Pagel, Kimberly Gibeau

BUSINESS:

Mayor Christy stated the reason for the closed meeting, and City Administrator Tom Pagel declined to have the meeting opened to the public.

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

1. Conduct annual performance review Tom Pagel, City Administrator.

Council conducted discussion regarding the performance of City Administrator and goals for 2023. Council will conduct another closed meeting on March 27, 2023 to finalize review.

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

There being no further business, the meeting adjourned at 6:32 PM.

Respectfully submitted:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk

DATE: 03/09/2023
 TIME: 13:37:08
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 03/13/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
0715808	GOVCONNECTION INC	775.62
1915248	SHI INTERNATIONAL CORP	243.00
2018225	TREASURE BAY PRINTING	19.50
TOTAL CITY WIDE		1,038.12
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,969.33
1300032	MCFOA TREASURER	50.00
1405520	NEOGOV	1,905.30
TOTAL ADMINISTRATION		3,924.63
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0221650	BURGGRAF'S ACE HARDWARE	166.95
0920060	ITASCA COUNTY TREASURER	2,157.68
1901535	SANDSTROM'S INC	72.62
TOTAL BUILDING SAFETY DIVISION		2,450.14
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	218.05
1309332	MN STATE RETIREMENT SYSTEM	13,396.52
1309495	MINUTEMAN PRESS	128.25
1920555	STOKES PRINTING & OFFICE	18.36
TOTAL COMMUNITY DEVELOPMENT		13,761.18
COUNCIL/COMMISSION/BOARDS		
0718060	GRAND RAPIDS HERALD REVIEW	66.45
1000067	J&M DISPLAYS INC	20,000.00
TOTAL COUNCIL/COMMISSION/BOARDS		20,066.45
FINANCE		
0718060	GRAND RAPIDS HERALD REVIEW	376.38
TOTAL FINANCE		376.38

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/13/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
0401804	DAVIS OIL INC	172.58
0513231	EMERGENCY APPARATUS	1,014.80
0920059	ITASCA COUNTY SHERIFFS DEPT	8,810.88
0920060	ITASCA COUNTY TREASURER	241.39
TOTAL FIRE		10,267.21
INFORMATION TECHNOLOGY		
0221650	BURGGRAF'S ACE HARDWARE	41.96
1901500	SAMMY'S PIZZA	138.26
TOTAL INFORMATION TECHNOLOGY		180.22
PUBLIC WORKS		
0121721	AUTO VALUE - GRAND RAPIDS	103.41
0205090	BEACON ATHLETICS LLC	1,855.00
0215147	BOBCAT OF DULUTH INC	209.29
0221650	BURGGRAF'S ACE HARDWARE	24.99
0301655	CARGILL INCORPORATED	4,236.86
0301685	CARQUEST AUTO PARTS	56.83
0315455	COLE HARDWARE INC	16.99
0401420	DAKOTA FLUID POWER, INC	610.12
0401804	DAVIS OIL INC	1,171.72
0513233	EMERGENCY AUTOMOTIVE TECH INC	590.63
0514802	ENVIROTECH SERVICES INC	8,256.00
0601690	FASTENAL COMPANY	958.78
0920060	ITASCA COUNTY TREASURER	750.16
1200500	L&M SUPPLY	49.98
1301213	MARTIN'S SNOWPLOW & EQUIP	267.93
1315690	MORTON SALT	2,184.71
1421155	NUCH'S IN THE CORNER	72.00
1421700	NUSS TRUCK GROUP INC	33.95
1721310	QUICK ATTACH ATTACHMENTS, LLC	620.60
2000522	TNT CONSTRUCTION GROUP, LLC	85.00
2305453	WESCO RECEIVABLES CORP	8,008.00
TOTAL PUBLIC WORKS		30,162.95
FLEET MAINTENANCE		
0121721	AUTO VALUE - GRAND RAPIDS	-54.00
0301685	CARQUEST AUTO PARTS	160.99
0601690	FASTENAL COMPANY	59.42

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/13/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FLEET MAINTENANCE		
0920060	ITASCA COUNTY TREASURER	97.42
1301720	MATCO TOOLS	78.70
1500700	OSI ENVIRONMENTAL BR 50	100.00
1801615	RAPIDS WELDING SUPPLY INC	25.61
TOTAL FLEET MAINTENANCE		468.14
POLICE		
0100031	A&B MISHAPS	121.93
0121721	AUTO VALUE - GRAND RAPIDS	-36.00
0301685	CARQUEST AUTO PARTS	89.83
0409501	JOHN P. DIMICH	4,583.33
0512350	ELITE K-9, INC	611.30
0718021	GRAND RAPIDS GM INC	59.08
0920059	ITASCA COUNTY SHERIFFS DEPT	16,419.60
0920060	ITASCA COUNTY TREASURER	4,076.60
1301025	MAKI BODY & GLASS	216.85
1309090	SUPERONE FOODS NORTH	12.86
1605665	PERSONNEL DYNAMICS LLC	400.95
1801570	APS COMPANIES	11.00
1801611	RAPIDS RADIO LLC	501.00
1801615	RAPIDS WELDING SUPPLY INC	4,971.68
1920233	STREICHER'S INC	1,828.99
2018225	TREASURE BAY PRINTING	141.00
TOTAL POLICE		34,010.00
PUBLIC LIBRARY		
0715808	GOVCONNECTION INC	229.00
TOTAL		229.00
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	351.09
1901535	SANDSTROM'S INC	103.23
T001467	DEB BUXENGARD	403.60
TOTAL		857.92
AIRPORT		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/13/2023

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0315455	COLE HARDWARE INC	13.84
0504825	EDWARDS OIL INC	1,253.85
0920060	ITASCA COUNTY TREASURER	104.57
1301015	MACQUEEN EQUIPMENT INC	136.71
1303039	MCCOY CONSTRUCTION & FORESTRY	253.98
TOTAL		1,762.95
CIVIC CENTER		
GENERAL ADMINISTRATION		
0104815	ADVANTAGE SYSTEMS GROUP	74.85
0221650	BURGGRAF'S ACE HARDWARE	69.95
0301685	CARQUEST AUTO PARTS	481.51
0601690	FASTENAL COMPANY	265.60
2000522	TNT CONSTRUCTION GROUP, LLC	1,270.00
2209421	VIKING ELECTRIC SUPPLY INC	77.71
TOTAL GENERAL ADMINISTRATION		2,239.62
STATE HAZ-MAT RESPONSE TEAM		
1200500	L&M SUPPLY	3,061.72
TOTAL		3,061.72
CEMETERY		
1200500	L&M SUPPLY	6.98
TOTAL		6.98
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	175.04
TOTAL		175.04
MUNICIPAL ST AID MAINTENANCE		
NO PROJECT		
2501525	YANMAR COMPACT EQUIPMENT NORTH	98,677.20
TOTAL NO PROJECT		98,677.20

DATE: 03/09/2023
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 03/13/2023

VENDOR #	NAME	AMOUNT DUE

GR/COHASSET IND PK INFRAST		
2000522	TNT CONSTRUCTION GROUP, LLC	933,252.67
TOTAL		933,252.67
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-4 HANGAR UTILITIES		
1900225	SEH	4,637.50
TOTAL AP 2023-4 HANGAR UTILITIES		4,637.50
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0315495	COMMERCIAL REFRIGERATION	219,158.35
0715808	GOVCONNECTION INC	19,428.80
0718010	CITY OF GRAND RAPIDS	68,914.00
0801670	HART ELECTRIC	5,184.30
0900055	ICS CONSULTING INC	7,536.00
1201683	LARSON ELEVATOR COMPANY	38,718.20
2000522	TNT CONSTRUCTION GROUP, LLC	218,500.00
TOTAL IRA CIVIC CENTER RENOVATION		577,439.65
2022 INFRASTRUCTURE/ARPA		
FOREST LK UTILITY EXTENSIONS		
0718060	GRAND RAPIDS HERALD REVIEW	327.75
1900225	SEH	4,697.00
TOTAL FOREST LK UTILITY EXTENSIONS		5,024.75
2023 INFRASTRUCTURE BONDS		
CP2015-1 SYLVAN BAY OVR/UTIL		
0718060	GRAND RAPIDS HERALD REVIEW	337.45
1900225	SEH	43,007.33
TOTAL CP2015-1 SYLVAN BAY OVR/UTIL		43,344.78
STORM WATER UTILITY		
0401804	DAVIS OIL INC	2,643.65
0920060	ITASCA COUNTY TREASURER	550.95
1621125	PUBLIC UTILITIES COMMISSION	2,200.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/13/2023

VENDOR #	NAME	AMOUNT DUE

STORM WATER UTILITY		

2009725	TITAN MACHINERY INC	396.34
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TOTAL	5,790.94
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TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$1,793,206.14
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CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0104095	DALE ADAMS	77.29
0113105	AMAZON CAPITAL SERVICES	91.73
0205640	LEAGUE OF MN CITIES INS TRUST	1,821.00
0305530	CENTURYLINK QC	48.99
0309600	CIRCLE K/HOLIDAY	362.02
0315454	TRAVIS COLE	102.00
0605191	FIDELITY SECURITY LIFE	93.50
0717988	SHAWN GRAEBER	102.00
0718015	GRAND RAPIDS CITY PAYROLL	276,652.49
1121695	LANCE KUSCHEL	102.00
1201402	LAKE COUNTRY POWER	45.51
1301223	PAUL MARTINETTO	102.00
1305725	METROPOLITAN LIFE INSURANCE CO	2,096.56
1309199	MINNESOTA ENERGY RESOURCES	5,610.03
1309302	MN DEPT OF PUBLIC SAFETY	28.50
1321750	MUTUAL OF OMAHA	472.50
1601305	THOMAS J. PAGEL	1,073.34
1601750	PAUL BUNYAN COMMUNICATIONS	1,428.63
1605734	JON PETERSON	102.00
1903555	ERIK SCOTT	108.73
1921620	SUPERIOR USA BENEFITS CORP	195.00
2301700	WM CORPORATE SERVICES, INC	2,632.47
2305825	WEX INC	15,651.39

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$308,999.68
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TOTAL ALL DEPARTMENTS	\$2,102,205.82
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CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: 3-13-23

AGENDA ITEM: Consider an agreement with Blandin Foundation for GR Riverfest

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Attached is the short-term lease with the Blandin Foundation to utilize their parking lot during Grand Rapids Riverfest on September 9, 2023.

REQUESTED COUNCIL ACTION:

Make a motion to approve a lease agreement with the Blandin Foundation for Grand Rapids Riverfest on September 9, 2023.

PARKING LOT LEASE AGREEMENT

This Parking Lot Lease Agreement (this "Lease") is entered into this ____ day of _____, 2023, by and between Charles K. Blandin Foundation, a Minnesota nonprofit corporation ("Lessor") and the City of Grand Rapids ("Lessee") as follows:

1. Lessee is hosting Grand Rapids Riverfest (the "Event") on property located north of the Grand Rapids Area Library on September 9, 2023. Lessee has a need for additional venue (the "Space") on real property owned by Lessor. The location of the Space is identified, in blue outline, in Appendix A.
2. Lessor shall lease said Space to Lessee for use by the public Noon on Friday, September 8, 2023 through Noon on Sunday, September 10, 2023.
3. In exchange for use of the Space, Lessee shall:
 - a. Sweep the parking lot on the Space and remove all trash and debris from the Space on Sunday, September 10, 2023, after the Event has been completed.
 - b. There will be no monetary exchange for use of the Space by Lessee.
4. Lessor shall in no way be liable or responsible for any accident or damage that may occur during the term of this Lease. Lessee shall indemnify Lessor, defend and hold it harmless against any and all liabilities, loss, cost, damage or expense which may accrue to Lessor or be claimed against Lessor by reason of any act or omission of the Lessee in hosting the Event.
5. Lessee shall name Lessor as an additional insured by endorsement to its general liability insurance through the League of Minnesota Cities for all liability arising from this Lease.
6. This Lease shall expire at Noon, September 10, 2023, upon termination of the event for which it was created.

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

BLANDIN FOUNDATION, LESSOR

CITY OF GRAND RAPIDS, LESSEE

By:_____

By:_____

Its:_____

Its:_____

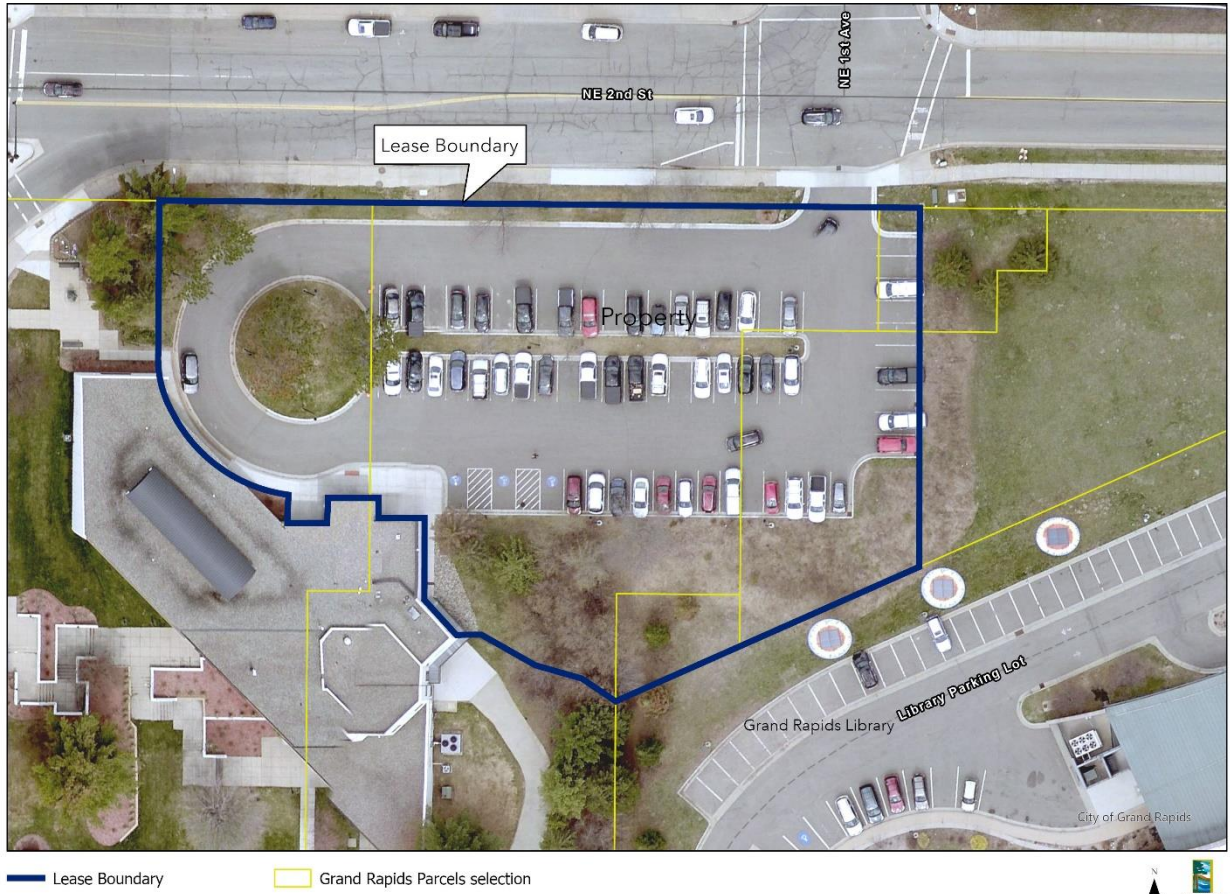
By:_____

By:_____

Its:_____

Its:_____

Appendix A





CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023

AGENDA ITEM: Consider terminating employees at the IRA Civic Center.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

I am proposing the termination of Regular Part-Time Maintenance employees, Bryan Lundquist (effective Feb. 10, 2023) and James Carlson (effective April 1, 2023) at the IRA Civic Center. These terminations are due to needing fewer employees as we have reduced to one ice sheet and will be shutting down operations completely for the renovation project. Both individuals have been great employees and would be welcomed back when we reopen in October.

REQUESTED COUNCIL ACTION:

Make a motion to terminate employees at the IRA Civic Center.



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023

AGENDA ITEM: Consider authorizing the Police Department to enter into Congratulate and Educate Tobacco Compliance Check annual plan agreement / contract with Minnesota Department of Human Services.

PREPARED BY: Captain Andy Morgan

BACKGROUND:

The Police Department is interested in collaborating with Minnesota Department of Human Services to conduct annual tobacco compliance checks. This program is educational in purpose and does not impose a penalty for noncompliance. If authorized, a GRPD Staff member will conduct the 21 educational tobacco compliance checks on the 21 locally licensed tobacco vendors by June 30, 2023. Per contract, the City of Grand Rapids would be compensated \$50 per compliance check. GRPD has considerable history and recognizes the value in participating in this program.

GRPD also participates in another annual Tobacco Compliance Check per MN Statute 461.12 that does impose fines for noncompliance

REQUESTED COUNCIL ACTION:

Make a motion authorizing the Police Department to enter into annual plan agreement / contract with Minnesota Department of Human Services allowing for 2023 Educational Tobacco Compliance Checks.

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352-003	PO Number
EIOR Number 262408	Originator Name Vicki Berg	Division Behavioral Health Division	

Item 5.

SFY 2023 ANNUAL PLAN AGREEMENT
T# 23A55/ Contract Number 212332
STATE OF MINNESOTA, DEPARTMENT OF HUMAN SERVICES

A. VENDOR INFORMATION

1. Legal Name: Grand Rapids Police Department
2. Address: 420 N Pokegama Ave Grand Rapids, MN 55744
3. E-Mail Address: tdirkes@grandrapidsmn.gov
4. Phone: 218-326-3463

B. AGREEMENT INFORMATION

1. Dates of Service **March 13, 2023 to June 30, 2023**
(SFY23 ends June 30, 2023)
 2. Compensation: \$ 1,050 = 21 checks@ \$50 per compliance check
 3. Expenses*: \$ 0
 4. Total to Encumber: \$ 1,050
- (*See <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp> for allowable rates)

This Annual Plan Agreement ("Agreement") is between the State of Minnesota, acting through its Department of Human Services, **Behavioral Health Division**, ("STATE"), and **Grand Rapids Police Department , 420 N Pokegama Ave Grand Rapids, MN 55744**, an independent contractor, and not an employee of the State of Minnesota ("VENDOR").

By signing the Agreement, VENDOR agrees to perform the following work under the terms and conditions listed below:

- 1. Terms of Agreement.** The effective date of the Agreement is **March 13, 2023**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2,

The expiration date of this Agreement is **June 30, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352-003	PO Number
EIOR Number 262408	Originator Name Vicki Berg	Division Behavioral Health Division	

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2. Vendor's Duties.

A. VENDOR, which is not a State employee, agrees to perform the following work and services under the terms and conditions listed below: Vendor, who is the participating Sheriff, Police or Public Health Department, will conduct educational tobacco compliance checks with the approved number of retailers. All compliance checks will be conducted in compliance with MN Statute 461.12 subd 5. The educational tobacco compliance checks do NOT fulfill the requirements of MN Statute 461.12 subd 5 that a licensing authority shall conduct unannounced compliance checks at least once each calendar year because these checks are educational based and do NOT include a penalty.

B. Vendor Will:

1. Complete **twenty-one (21)** educational tobacco compliance checks by June 30, 2023. (no exceptions). Compliance checks will be reimbursed at \$50 per check.
2. Ensure that no penalty is levied on the clerk or the business owner from the county or city as a result of these educational tobacco compliance checks.
3. Provide clerks who fail the educational tobacco compliance check an educational publication which will be reviewed with them by the individual who conducted the compliance check.
4. Provide clerks who pass the educational tobacco compliance check a certificate of appreciation signed by the organization conducting the checks.
5. Provide the owner of the establishment a publication including the date the check was conducted and the results of the inspection (pass or fail).
6. Complete a short survey online and email the completed vendor invoice form to vicki.berg@state.mn.us for payment by **July 07, 2023**.

3. Scope of Agreement. VENDOR must not perform any work under this Agreement until STATE has signed this document and STATE's Authorized Representative notifies VENDOR to begin work.

4. Conditions of Payment. All services that VENDOR provides pursuant to this Agreement must be performed to STATE's satisfaction, as STATE determines in its sole discretion. STATE will not pay VENDOR for any work that STATE considers unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule, regulation, or policy. Under Minnesota Statutes, section 16C.08, subdivision 2(10), STATE will not pay more than 90 percent (90%) of the amount due under this Agreement until STATE's agency head reviews and approves the final product that VENDOR delivers under this Agreement. Accordingly, the STATE will withhold ten percent (10%) of the total obligation amount in the manner checked below.

- ☐ Withholding ten percent (10%) of the total amount of each invoice submitted by VENDOR for payment.

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- ☐ Withholding payment on invoices at the beginning of the Agreement until the withheld amount equals ten percent (10%) of the total obligation amount.
- ☒ Paying in full invoice amounts equal to ninety percent (90%) of the total obligation, and then withholding the remaining ten percent (10%).

5. Consideration and Terms of Payment. STATE will pay for all services that VENDOR performs under this Agreement as follows:

- A. Invoices.** STATE will pay VENDOR promptly after VENDOR's presentation of invoices for services performed if STATE's Authorized Representative accepts the invoices and services as satisfactory.
- B. Compensation.** STATE will pay VENDOR for services satisfactorily performed (as stated in section 3) according to the rate and expense amount specified on Page 1 of this Agreement.
- C. Travel and Subsistence Expense.** STATE will reimburse VENDOR for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated by reference.¹ STATE will not reimburse VENDOR for travel and subsistence expense incurred outside the State of Minnesota unless STATE has given VENDOR prior written approval for such out-of-State travel. Minnesota will be considered the home state for determining whether travel is out of state.
- D. Withholding.** STATE will deduct and withhold compensation payable under this Agreement that is subject to withholding under state or federal law.
- E. Total Obligation.** The total obligation of STATE for all compensation and reimbursements to VENDOR shall not exceed **one thousand and fifty dollars (\$1,050)**.
- F. Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by STATE to VENDOR. In the event of such termination, VENDOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. STATE has determined that VENDOR is a "contractor" pursuant to 2 C.F.R section 200.331.

6. Termination. STATE or the Commissioner of the State Department of Administration may terminate this Agreement at any time, with or without cause, after providing 30 days' written notice of the termination to VENDOR. In the event of such a termination, VENDOR will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.

7. Authorized Representatives and Responsible Authority.

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

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- A. State.** STATE'S authorized representative is **Vicki Berg, Behavioral Health Division, vicki.berg@state.mn.us** or successor, who has the responsibility to monitor VENDOR'S performance and the authority to accept the services provided under this contract. If the services are satisfactory, STATE'S Authorized Representative will certify acceptance on each invoice submitted for payment.
- B. Vendor.** VENDOR'S Authorized Representative is **Officer Tim Dirkes, tdirkes@grandrapidsmn.gov**, or successor. If the VENDOR'S Authorized Representative changes at any time during this contract, VENDOR must immediately notify STATE.
- 8. Indemnification.** In the performance of this Agreement by VENDOR (which for the purposes of this clause is defined to include VENDOR'S agents and employees), VENDOR must indemnify, save, and hold harmless STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by STATE, to the extent caused by VENDOR'S:
- A.** Intentional, willful, or negligent acts or omissions
 - B.** Actions that give rise to strict liability, or
 - C.** Breach of contract or breach of warranty
- The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of STATE'S sole negligence. This clause will not be construed to bar any legal remedies VENDOR may have for STATE'S failure to fulfill its obligation under this Agreement.
- 9. State Audit.** Under Minnesota Statutes, 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of VENDOR and its employees, agents, subcontractors, or representatives, relevant to this Agreement must be made available and subject to examination by STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor, for a minimum of six years from the end date of this agreement.
- 10. Information Privacy and Security.**
- A.** It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Data Practices Act"), as "not public data" on individuals to VENDOR under this Agreement. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.
 - B.** It is expressly agreed that VENDOR will not create, receive, maintain, or transmit "protected health information," as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. § 160 or 164. Accordingly, VENDOR is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this Agreement. Therefore, VENDOR is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If VENDOR has responsibilities to comply with the Data

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Practices Act or HIPAA for reasons other than this Agreement, VENDOR will be responsible for its own compliance.

- C. Notwithstanding paragraphs A and B, in its capacity as VENDOR under this Agreement, VENDOR must comply with the provisions of the Data Practices Act as if it were a governmental entity as defined by the Data Practices Act, to the extent that VENDOR will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11. Any data created, collected, received, stored, used, maintained or disseminated by VENDOR in performing its duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, Chapter 13, by either VENDOR or STATE.
 - D. If VENDOR receives a request to release data created, collected, received, stored, used, maintained or disseminated by VENDOR in performing its duties under this Agreement, VENDOR must immediately notify and consult with STATE's Authorized Representative as to how VENDOR should respond to the request.
 - E. Under this Agreement, VENDOR will be performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by VENDOR in performing its duties under this Agreement.
- 11. Intellectual Property Rights.** Except in the case of intellectual property rights previously acquired by VENDOR, STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the *Works created and paid for under this Agreement*. The Works will be the exclusive property of STATE and VENDOR must immediately return all such Works to STATE upon completion or cancellation of this Agreement. "Works," means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by VENDOR, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Works," includes "Documents." "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, that VENDOR, its employees, agents, or subcontractors, prepares in the performance of this Agreement.
- 12. Data Disclosure.** Under Minn. Stat. § 270B.09, Minn. Stat. § 270C.66, and other applicable law, VENDOR consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to STATE, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring VENDOR to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. STATE will not approve this Agreement unless VENDOR provides these numbers.

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- 13. Governing Law, Jurisdiction and Venue.** This Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. Survival of Terms.** The following clauses survive cancellation of this Agreement: 8. Indemnification; 9. State Audit; 10. Information Privacy and Security; 11. Intellectual Property Rights, and; 13. Governing Law, Jurisdiction and Venue.
- 15. Prohibition on Weapons.** VENDOR agrees that none of its employees or agents will carry or possess a weapon wherever and whenever they perform services within the scope of this Agreement, including in their personal vehicles when they are using the vehicles to perform work under this Agreement. Any violations of this policy by VENDOR or VENDOR's employees may be grounds for immediate suspension or termination of the agreement. **Currently Licensed Peace Officers are exempt from clause 15. If Police or Sheriff Departments utilize officers who carry or possess weapons, as defined in Minnesota Statutes, section 626.05, subdivision 2, for performing services within the scope of this agreement, then these Departments shall utilize only its active and currently licensed peace officers.**
- 16. Criminal Background Check Required.** Before it begins any work under this Agreement, VENDOR and employees of VENDOR working on site at STATE's Central Office and accessing "not-public" data or protected health information as referenced in Section 10 of this Agreement, "Information Privacy and Security," or having direct contact with STATE's program beneficiaries, must submit to or provide evidence of a computerized criminal history system background check (hereinafter "CCH Background Check") performed within the last 12 months. "CCH Background Check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.
- 17. Assignment.** VENDOR may neither assign nor transfer any rights or obligations under this Agreement without STATE's prior written consent and a fully executed Assignment Agreement, approved by the same parties who executed and approved this Agreement, including authorized representatives.
- 18. Amendments.** Any amendment to this Agreement must be written and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, including authorized representatives.
- 19. Waiver.** If STATE fails to enforce any provision of this Agreement, that failure does not waive the provision or STATE'S right to enforce it.
- 20. Severability.** If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- 21. Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions.** VENDOR Certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of

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its departments, commissions, agencies, or political subdivisions. VENDOR's certification is a material representation upon which the contract award was based. VENDOR shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

- 22. Entire Agreement.** This Agreement contains all negotiations and agreements between STATE and VENDOR. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.

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IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Purchase Order No: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. VENDOR

Vendor certifies it is not a State employee, and is an independent contractor. Signatory certifies that VENDOR'S articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the VENDOR to the terms of this Agreement. VENDOR and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

Distribution (fully executed contract to each):
Contracts & Legal Compliance Division
Vendor
Agency



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023

AGENDA ITEM: Consider authorizing the Police Department to sell five (5) forfeited vehicles through Mid State Auto online auction.

PREPARED BY: Captain Andy Morgan

BACKGROUND:

The Police Department has used Mid State Auto online action in the past to dispose of city owned, forfeited and abandoned vehicles. The auctions are continuously running and many government agencies are observed to frequently add assets in attempts to sell such. The following five (5) vehicles were obtained by qualifying arrest / seizure laws. Each were awarded to Grand Rapids Police Department following appropriate civil court forfeiture hearings. Each have also been appropriately titled to the City of Grand Rapids.

- | | |
|-------------------------------|-----------------------|
| 1. 2009 Nissan Altima | VIN 1N4AL21E79N520428 |
| 2. 2008 Chevrolet Trailblazer | VIN 1GNDS13S782223626 |
| 3. 2006 Dodge Ram 1500 | VIN 1D7HU18236S526998 |
| 4. 2014 Ford Focus | VIN 1FADP3F24EL138546 |
| 5. 2008 Chevrolet Cobalt | VIN 1G1AL58F887264600 |

REQUESTED COUNCIL ACTION:

Make a motion authorizing the Police Department to sell five (5) city owned / forfeited vehicles at Mid State Auto online auction.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023

AGENDA ITEM: Consider purchasing an 84" snow blade from ASV

PREPARED BY: Cynthia Lyman

BACKGROUND:

At the July 25th, 2022, City Council Meeting, the City Council approved the Public Works purchase of an ASV RT-75 HD compact track loader, with a dirt bucket. The Public Works Department would also like to purchase an 84" snow blade for an additional \$6,000.00.

REQUESTED COUNCIL ACTION:

Make a motion to approve Public Works purchase and payment of an 84" snow blade from ASV for \$6,000.00.

YANMAR CE NA
840 LILY LANE
GRAND RAPIDS MN 55744
US

Phone:
Fax:

800-205-9913
218-327-9123

Item 7.

Invoice: 514192

Pro-forma Invoice

Page: 1 of 1
Date: 7/28/2022

Sold To:

CITY OF GRAND RAPIDS
420 NORTH POKEGAMA AVE
GRAND RAPIDS MN 55744 US

Ship To:

CITY OF GRAND RAPIDS
500 SE 4TH STREET
GRAND RAPIDS MN 55744
US

Fax: 218-326-7608

E-Mail ap@ci.grand-rapids.mn.us

PO Number: new machine
purchase

Terms: NET 30 DAYS

F.O.B.: FACTORY

Sales Rep: HOUSE ACCOUNT

Ship Via: CUSTOMER PICK UP

USD

Line	Part Number/Description/Rev	Quantity	Doc Unit Price	Ext Price
1	4002-710 RT75HDMS / PREMIUM / AWC / LEVEL 2 ROPS/FOPS / POLY DOOR w/ WIPER / 18" TRACKS / AIR SEAT 2" BELT / HVAC / RADIO / 2 SPD / HQA / RIDE CONTROL / BUCKET POSITIONING / HIGH FLOW / CAMERA <i>Serial # - ASVPT075LPDH05030</i>	1.00 EA	88,980.80000 /1	88,980.80
2	0405-210 BUCKET, DIRT, WITH BOLT ON CUTTING EDGE, 74"	1.00 EA	1,706.40000 /1	1,706.40

Line Miscellaneous Charges

	Description	Amount
1	RT75HD SURCHARGE	1,990.00000
3	MISC 84" SNOW BLADE	6,000.00000 /1

Line(s) Subtotal:	96,687.20
Miscellaneous Charges:	1,990.00
Total Taxes:	0.00
Deposit Balance:	0.00
Rounding:	0.00 USD
Total:	98,677.20 USD



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023

AGENDA ITEM: Consider the purchase of a mower for the Itasca Calvary Cemetery.

PREPARED BY: Cynthia Lyman

BACKGROUND:

The Itasca Calvary Cemetery would like to purchase a new lawn mower for the upcoming spring/summer maintenance season. The quote from Northland Lawn and Sport is for a John Deere X354 Select Series Tractor with a 42-in Accel Deep Mower Deck for \$5,504.42.

This mower utilizes all-wheel steer which is very important at the cemetery. This technology allows staff to mow around head stones and trees efficiently and reduces the amount of time it takes to mow the grounds. No other manufacturers have this technology which eliminates the ability to get two quotes.

REQUESTED COUNCIL ACTION:

Make a motion to approve and authorize payment to Northland Lawn and Sport for the purchase of one John Deere X354 Mower for \$5,504.42 for Itasca Calvary Cemetery.

Quote Summary

Prepared For:

CITY OF GRAND RAPIDS ITASCA CALVARY
CEMETERY
1700 E US HIGHWAY 169
GRAND RAPIDS, MN 55744
Business: 218-326-9075
iccrew@grandrapidsmn.gov

Prepared By:

Heather Bleth-hagen
Northland Lawn & Sport, LLC
20648 Us Highway 169
Grand Rapids, MN 55744
Phone: 218-326-1200
hhagen@mynorthland.com

Quote Id: 27024353
Created On: 06 July 2022
Last Modified On: 16 February 2023
Expiration Date: 27 July 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE X354 Select Series™ Tractor with 42-in. Accel Deep™ Mower Deck - 1MOX354AAPM150514	\$ 6,408.17	\$ 5,504.42 X	1 =	\$ 5,504.42

Equipment Total **\$ 5,504.42**

Quote Summary

Equipment Total	\$ 5,504.42
SubTotal	\$ 5,504.42
Total	\$ 5,504.42
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 5,504.42

Salesperson : X _____

Accepted By : X _____

Quote Id: 27024353

Customer: CITY OF GRAND RAPIDS ITASCA CALVARY CEMETERY

JOHN DEERE X354 Select Series™ Tractor with 42-in. Accel Deep™ Mower Deck - 1M0X354AAPM150514

Hours: 0000

Suggested List

Stock Number:

\$ 6,408.17

Code	Description	Qty
5197M	X354 42A	1
Standard Options - Per Unit		
001A	COUNTRY CODE- US/CANADA	1
Dealer Attachments		
BM25370	Weight bracket, front (X300/X500 M-T)	1
BUC11233	7-bu (247-L) 2-Bag Hopper Assembly (X300/X500 M-T)	1
BUC11244	Rear bagger chute for 42A Mower	1
UC13263	Quik-Tatch Weight, 42 lb (19 kg)	2
Other Charges		
	Setup	1
	Northland Shares	1
	Fuel	1
	Local Delivery	1
	Document Fee	1

Original Factory Build Codes

Code	Description
001A	COUNTRY CODE- US/CANADA



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 3-13-23

AGENDA ITEM: Consider approval of MOU's with labor union, amending the official city calendar, and personnel policy manual to reflect the State's adoption of Juneteenth as an official holiday.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Governor Walz signed Senate File 13 amending Minnesota Statute 645.44, subdivision 5 establishing June 19 ("Juneteenth") as an official state holiday. To comply with this official State holiday, Memorandum of Understanding's (MOU's) have been prepared with our unions, the official city calendar needs to be amended, and the updated personnel policy manual needs to be approved. The documents are attached.

In approving the official city calendar, staff is recommending that City Hall be closed to the public on Monday, July 3, 2023. Employees can chose to work or take FTO on this day.

REQUESTED COUNCIL ACTION:

Make a motion to approve the MOU's with labor union, amending the official city calendar, and personnel policy manual to reflect the State's adoption of Juneteenth as an official holiday.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter “City”) and the American Federation of State, County, and Municipal Employees, Local 3456A (hereafter “Union”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2023 until December 31, 2025; and

WHEREAS, the Governor signed Senate File 13 amending Minnesota Statute 645.44, subdivision 5 establishing June 19 (“Juneteenth”) as an official state holiday effective August 1, 2023; and

WHEREAS, the City of Grand Rapids prides itself in being a progressive government entity as demonstrated by the City’s Human Rights Commission that meets monthly to further the equality and the fair treatment of all people and the City’s record in being one of the first cities in Minnesota to change “Columbus Day” to “Indigenous Peoples Day; and

WHEREAS, the City wishes to provide Juneteenth as a paid holiday to all City employees effective immediately in 2023.

NOW THEREFORE, the parties agree as follows:

1. Juneteenth will be added to the list of paid Holidays found in Article 9, Section 9.1.
2. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF GRAND RAPIDS

FOR LOCAL 3456A, AMERICAN
FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-
CIO

Name

Troy Bauch, Labor Rep./Organizer

Date

Dion Holcomb-Card, President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter “City”) and Local 49 of the International Union of Operating Engineers (Public Works) (hereafter “Union”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2023 until December 31, 2025; and

WHEREAS, the Governor signed Senate File 13 amending Minnesota Statute 645.44, subdivision 5 establishing June 19 (“Juneteenth”) as an official state holiday effective August 1, 2023; and

WHEREAS, the City of Grand Rapids prides itself in being a progressive government entity as demonstrated by the City’s Human Rights Commission that meets monthly to further the equality and the fair treatment of all people and the City’s record in being one of the first cities in Minnesota to change “Columbus Day” to “Indigenous Peoples Day; and

WHEREAS, the City wishes to provide Juneteenth as a paid holiday to all City employees effective immediately in 2023.

NOW THEREFORE, the parties agree as follows:

1. Juneteenth will be added to the list of paid Holidays found in Article 10, Section 10.1.
2. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF GRAND RAPIDS

FOR LOCAL 49 INTERNATIONAL
UNION OF OPERATING ENGINEERS

Dale Christy, Mayor

Steve Anderson, Union Steward

Tom Pagel, City Administrator

Daniel Manick, Area Bus. Rep.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter “City”) and Local 49 of the International Union of Operating Engineers (Clerical) (hereafter “Union”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2023 until December 31, 2025; and

WHEREAS, the Governor signed Senate File 13 amending Minnesota Statute 645.44, subdivision 5 establishing June 19 (“Juneteenth”) as an official state holiday effective August 1, 2023; and

WHEREAS, the City of Grand Rapids prides itself in being a progressive government entity as demonstrated by the City’s Human Rights Commission that meets monthly to further the equality and the fair treatment of all people and the City’s record in being one of the first cities in Minnesota to change “Columbus Day” to “Indigenous Peoples Day; and

WHEREAS, the City wishes to provide Juneteenth as a paid holiday to all City employees effective immediately in 2023.

NOW THEREFORE, the parties agree as follows:

1. Juneteenth will be added to the list of paid Holidays found in Article 11, Section 11.1.
2. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF GRAND RAPIDS

FOR LOCAL 49 INTERNATIONAL
UNION OF OPERATING ENGINEERS

Name

Aurimy Groom, Union Steward

Date

Dan Revier, Area Bus. Rep.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter “City”) and Law Enforcement Labor Services, Local No. 345 (hereafter “Union”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2023 until December 31, 2025; and

WHEREAS, the Governor signed Senate File 13 amending Minnesota Statute 645.44, subdivision 5 establishing June 19 (“Juneteenth”) as an official state holiday effective August 1, 2023; and

WHEREAS, the City of Grand Rapids prides itself in being a progressive government entity as demonstrated by the City’s Human Rights Commission that meets monthly to further the equality and the fair treatment of all people and the City’s record in being one of the first cities in Minnesota to change “Columbus Day” to “Indigenous Peoples Day; and

WHEREAS, the City wishes to provide Juneteenth as a paid holiday to all City employees effective immediately in 2023.

NOW THEREFORE, the parties agree as follows:

1. Juneteenth will be added to the number of hours found in Article 16, Section 16.1 resulting in one hundred (100) hours.
2. Juneteenth will be added to the list of paid Holidays found in Article 16, Section 16.2.
3. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF GRAND RAPIDS

FOR LELS, LOCAL NO. 345

Name

Name

Date

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter “City”) and Law Enforcement Labor Services, Local No. 239 (hereafter “Union”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2023 until December 31, 2025; and

WHEREAS, the Governor signed Senate File 13 amending Minnesota Statute 645.44, subdivision 5 establishing June 19 (“Juneteenth”) as an official state holiday effective August 1, 2023; and

WHEREAS, the City of Grand Rapids prides itself in being a progressive government entity as demonstrated by the City’s Human Rights Commission that meets monthly to further the equality and the fair treatment of all people and the City’s record in being one of the first cities in Minnesota to change “Columbus Day” to “Indigenous Peoples Day; and

WHEREAS, the City wishes to provide Juneteenth as a paid holiday to all City employees effective immediately in 2023.

NOW THEREFORE, the parties agree as follows:

1. Juneteenth will be added to the number of hours found in Article 16, Section 16.1 resulting in one hundred (100) hours.
2. Juneteenth will be added to the list of paid Holidays found in Article 16, Section 16.2.
3. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF GRAND RAPIDS

FOR LELS, LOCAL NO. 239

Name

Name

Date

Date



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 3-13-23

AGENDA ITEM: Consider Use Agreements with ISD 318, GRAHA, and SNFC related to the IRA Civic Center

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

By accepting \$5 million in State Bond funding, the City has to enter into Use Agreements with ISD 318, GRAHA, and SNFC. These Use Agreements ensure that the State is in compliance with issuance of tax-exempt bonds. These are one-year leases that will need to be approved on an annual basis for the next 37 years. The agreements are attached for reference.

REQUESTED COUNCIL ACTION:

Make a motion to pass a resolution approving the Use Agreements with ISD 318, GRAHA, and SNFC related to the IRA Civic Center.

GRAHA Board Member _____ introduced the following resolution and moved its adoption:
 City Council Member _____ introduced the following resolution, City Council Member _____ seconded
 the motion and moved its adoption:

RESOLUTION APPROVING IRA CIVIC CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT, by and between the City of Grand Rapids, Minnesota a municipal corporation, hereinafter referred to as the “City”, and Grand Rapids Amateur Hockey Association, Grand Rapids, Minnesota, hereinafter referred to as the “GRAHA”, entered into this ____ day of _____, 2023.

RECITALS

WHEREAS, City owns and operates the IRA Civic Center; and

WHEREAS, GRAHA has determined that the IRA Civic Center is a suitable facility for conducting GRAHA's hockey programming; and

WHEREAS, GRAHA wishes to lease the IRA Civic Center, on occasion in its entirety and on other occasions specific portions thereof; and

WHEREAS, City and GRAHA wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which GRAHA shall lease the IRA Civic Center or portions thereof;

NOW THEREFORE, for good and valuable mutual consideration, City and GRAHA mutually agree as follows:

ARTICLE I - AGREEMENT TO LEASE

WHEREAS, the City is a Statutory City organized under *Minnesota Statute Chapter 412*, with the authority to provide for the economic development and general welfare of the City, in accordance with statutory authority, including the ability to enter contracts; and Lease Agreement.

WHEREAS, in consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to GRAHA the IRA Civic Center solely to the extent specified in this Lease Agreement.

1. In consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to GRAHA the IRA Civic Center solely to the extent specified in this Lease Agreement.
2. The City is in the process of remodeling the IRA Civic Center on City-owned real property located at 1401 Third Avenue NW, Grand Rapids, MN 55744 (the “Property”); and
3. Pursuant to 2020 Laws of Minnesota, Chapter 3, Art. 1, Section 21, Subdivision 21, the City was awarded a grant from the State of Minnesota in the amount of \$5 million (the “State Grant”) for the purpose of design, construction, and equipping of capital improvements to the IRA Civic Center, thereon (the “Project”), as set forth in that certain Grant Agreement – Construction Grant for the IRA Civic Center, SPAP-20-0014-P-FY23, dated October 22, 2020 (the “State Grant Agreement”).
4. Under the provisions of *Minnesota Statutes, Sections 471.15 to 471.191*, the City is authorized to remodel the Property as a civic center, and to thereafter expend funds for the operation and maintenance of the

civic center and the operation of the Governmental Program (as defined in the State Grant Agreement) a part of its program of public recreation, and to directly operate such program; and

Item 10.

5. Conditions Precedent. All obligations of the Parties set forth herein are subject to the conditions precedent that the Parties shall have received the following (unless waived in writing by the Parties):
 - a. Resolution of the GRAHA authorizing body the terms and conditions of this Agreement;
 - b. Resolution of the Grand Rapids City Council authorizing the approval of the terms and conditions of this Agreement;
 - c. A favorable written opinion of City of Grand Rapids legal counsel that all necessary approvals, including, but not limited to, the Minnesota Department of Department of Management and Budget (“MMB”) have been received by the City to move forward with this Agreement.
6. No Joint Venture. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint ventures and neither party shall have the power to obligate or bind the other in any manner whatsoever.
7. Dispute Resolution. Parties agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
8. State Grant Agreement Requirements. In addition to the requirements related to the State Grant and the State Grant Agreement set forth elsewhere in this Agreement, the provisions set forth in this Section are required under the State Grant Agreement.
 - a. The Parties acknowledge and recognize that this Agreement is subject to the terms and conditions of the State Grant Agreement. Accordingly, this Agreement must be approved in writing by the Commissioner of Management and Budget (“Commissioner”), and absent such approval it is null and void and of no force or effect. The Parties agree to cooperate to obtain all necessary approvals and signatures under the State Grant Agreement.
 - b. The Parties acknowledge and recognize that the terms, conditions and provisions of the State Grant Agreement control over any inconsistent provisions in this Agreement.
 - c. The Parties acknowledge that the City is a public body with authority under the Act to own the Civic Center and operate the Governmental Program, as defined in the State Grant Agreement.
 - d. This Agreement may be terminated by the City if there is an Event of Default by the GRAHA, or in the event that the City is no longer authorized by law to own the Property or operate the Civic Center.
 - e. This Agreement will automatically and immediately terminate upon a termination of the Governmental Program, as defined in the State Grant Agreement, or change in such Governmental Program that no longer allows the City to continue to own or operate The Civic Center for the Governmental Program. The City will give the GRAHA as much notice as possible and, to the extent permitted by law, the Parties shall use good faith efforts to enter into a new agreement with the same or substantially similar terms as this Agreement.
 - f. The GRAHA is prohibited from creating or allowing any voluntary lien or encumbrance or any involuntary lien or encumbrance upon the Property, except with the advance written consent of the Commissioner.
 - g. Any changes, alterations, or modifications to this Agreement must be agreed to, in writing, by the Commissioner.

13. Compliance as to Bonds.

- a. Subject to direction from Minnesota Management and Budget, interest on any bonds issued by the State for the Project is intended to be excludable from gross income for federal income tax purposes (“Tax-Exempt Bonds”) and if the City or the Commissioner determines, based upon the written notice of nationally recognized bond counsel, that any action under this Agreement creates a significant risk that interest on any Tax-Exempt Bonds will not be excludable from gross income for federal income tax purposes, the Parties shall negotiate in good faith to agree on alternative action to avoid such a result. In no event shall the foregoing agreement require any Party to amend or modify any material term of this Agreement.
- b. The GRAHA irrevocably waives any claim for depreciation or investment credit with respect to the Property and shall not deduct any payments to the City provided for in this Agreement as rent.

14. REPORTING AND PROGRAM OVERSIGHT

- a. General Documentation. GRAHA shall promptly submit to City, upon written request, any such documentation, information and reports as are needed by City to fulfil its reporting requirements under the Grant Agreement.
 - b. Initial Report. Upon execution of this Lease, GRAHA shall provide City with an initial program evaluation report to show, among other things, anticipated revenue and expenses.
 - c. Annual Reporting. On an annual basis, not later than the date necessary for City to fulfil its reporting requirements under Section 2.04 of the Grant Agreement, GRAHA shall submit to City the following information (the “Annual Report”):
 - A) A report of major activities at the Property for the current fiscal year of GRAHA, and a description of how the major activities meet the elements of the Governmental Program.
 - B) GRAHA’s annual budget including revenues and expenses for the current fiscal year that show that forecast revenues (from all sources) will be equal to or exceed forecast program expenses.
 - C) GRAHA’s projected budgets for funding operations of the Property for the next fiscal year that show that forecast revenues (from all sources) will be equal to or greater than forecast program expenses.
15. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.
16. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and the GRAHA and approved in writing by the Commissioner of Minnesota Management and Budget.
17. Records—Availability and Retention. Pursuant to *Minn. Stat. § 16C.05, subd. 5*, the GRAHA agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the GRAHA and involve transactions relating to this Contract. The GRAHA agrees to maintain these records for a period of six years from the date of termination of this Agreement.
18. Events of Default. An Event of Default includes: the failure of either Party to observe or perform its obligations hereunder and the breach or default of this Agreement by either Party.

19. Force Majeure. The Parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.
20. Governing Law. This Contract shall be deemed to have been made and accepted in Itasca County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
21. Data Practices. The Parties acknowledge that this Contract is subject to the requirements of *Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 et seq.* The GRAHA agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The GRAHA understands that all of the data created, collected, received, stored, used, maintained or disseminated by the GRAHA in performing those functions that the City would perform is subject to the requirements of the Act, and the GRAHA must comply with those requirements as if it were a government entity. This does not create a duty on the part of the GRAHA to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Contract.
22. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
23. Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
24. Entire Contract. These terms and conditions constitute the entire Contract between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
25. Recitals. The Recitals set forth above are incorporated into and are made a part of this Amendment.
26. Headings and Captions. Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
27. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party of Parties, and any undischarged obligations of City and the GRAHA arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
28. Execution. This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

29. **GRAHA's Right of Possession and Use:** GRAHA shall have the right to possess and use the IRA Civic Center for the purposes of hockey. GRAHA's right to possess and use the IRA Civic Center shall be intermittent and confined to those portions of the IRA Civic Center specifically identified in Exhibit A or necessary to carry out GRAHA's intended uses as identified in Exhibit A. City and its licensees shall have the right to enter upon and use the IRA Civic Center at all times not inconsistent with Exhibit A. GRAHA shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. GRAHA shall not permit any hazardous or dangerous activity to be conducted at the IRA Civic Center or any activity which will increase insurance risks for premiums on the premises.
30. **Schedule of Use:** GRAHA shall submit to City annually before April 1 a schedule of all proposed ice uses for the following year, which schedule shall be subject to City's approval. GRAHA's ice uses shall be given priority scheduling by the City.
31. **Supervision, Crowd Control:**
- Safety:** GRAHA shall be responsible to summon appropriate medical personnel in the event any such persons require medical attention.
 - Crowd Control:** GRAHA shall monitor and oversee spectator activity for the purpose of maintaining orderly behavior and compliance with any policies for the use of the IRA Civic Center which may be promulgated by City from time-to-time.
32. **Parking Lot:** GRAHA, its participants, staff and spectators shall have the right to use the IRA Civic Center parking lot in conjunction with GRAHA's activities and events at the IRA Civic Center, subject to parking lot utilization policies which may be promulgated by City from time-to-time. Said use shall be in common with other invitees of City who may be using the IRA Civic Center.

ARTICLE II – LEASE

1. **Lease:** GRAHA shall pay to City monthly lease payments in accordance with the following table:

Period	Base Hourly Rate	Maximum Payment
July 1, 2023, through June 30, 2024	\$180/hour	\$229,320

2. **Usage:** GRAHA may use the premises only for the purposes described in this Agreement and shall not sublet or otherwise rent the ice to the public or any other outside group.
3. **Responsibilities of GRAHA:**
- GRAHA shall be responsible for the supervision and cleaning of the Pavilion Warming Shack, Mondays through Fridays from 4:00 p.m. to 9:00 p.m. during the outdoor skating season.
 - Should the Civic Center indoor ice arena be booked, GRAHA shall have priority scheduling in the Miner's Pavilion at no charge.

- c. GRAHA shall not do or permit to be done anything which will invalidate or increase the cost of any fire and extended coverage insurance policy covering the premises and will not allow the premises to be used for any immoral, unlawful or objectionable purpose.
 - d. GRAHA coaches will be responsible for opening the facility for early bird practice (6:30 a.m.) throughout the season. Designated coaches will be given keys to open the facility and for turning on lights. Coaches agree to only use assigned keys for their scheduled early bird practices and for no other time to enter the facility. It is understood that there will not be City staff present at this time.
4. Lease Renegotiations: Lease renegotiations due to the increase or alteration in use by GRAHA shall be conducted in accord with this Section. For the 2024-2025 lease period, the parties shall conduct any renegotiations during the month of March 2024. If the parties are unable to reach agreement after any such renegotiation, then this agreement shall terminate as of June 30, 2024.
 5. Within thirty (30) days of the end of each 12 month period in the Lease term, starting on the Effective Date of the Lease (each such 12 month period shall be referred to herein as "Lease Year"), City agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of all rent received under all use agreements for the Property and the operating and maintenance expenses for the Property for the then just-completed Lease Year ("Reconciliation Statement"). If for any Lease Year the GRAHA's rent collected for the prior Lease Year as a result exceeds the GRAHA's share of the operating and maintenance expenses for the Property for such prior Lease Year, based upon the City's Reconciliation Statement, then the City shall immediately refund to the GRAHA any overpayment. Likewise, the GRAHA shall pay to the City, any underpayment with respect to the prior Lease Year as described above.

ARTICLE III – MAINTENANCE, REPAIR

1. Maintenance, Repair: City shall at all times during the term of this Lease Agreement, at City's own cost and expense, repair and maintain the IRA Civic Center, any improvements or alterations thereto, all fixtures and equipment therein, and the exterior of the building and the parking lot, except as otherwise provided in this Article.
2. Damages: GRAHA shall reimburse City for the reasonable cost to repair and restore the IRA Civic Center in the event of damage to the premises caused by negligence on the part of participants, coaches or other staff, or spectators who are in or upon the IRA Civic Center in conjunction with any of GRAHA's activities or events.
3. Clean up: Although City retains ultimate responsibility for maintenance, GRAHA shall perform routine clean up after its use of the premises, including proper storage of all equipment, pick up and proper disposal of litter.
4. Alterations, Improvements: GRAHA shall not make alterations or improvements to the premises without the advance written consent of City.

ARTICLE IV - UTILITIES

1. City shall furnish such heat, air conditioning, water, sewer, electricity and garbage collection as shall be necessary, in City's judgment for the comfortable use and occupancy of the premises under normal conditions.
2. GRAHA shall conserve heat, water, and electricity, and shall not neglect or misuse, water fixtures, electric lights, or other equipment or facilities furnished in conjunction with City's provision of utilities pursuant to this Article.

ARTICLE V - TERM

1. The term of this Lease Agreement shall be from July 1, 2023 through June 30, 2024, except that this Lease Agreement may terminate pursuant to the terms and conditions contained in this Agreement.
2. Notwithstanding anything to the contrary contained herein, City is not required to renew this Lease with GRAHA, and may at that time, in its sole option and discretion (i) decide to self-operate the Governmental Program in the Property, (ii) contract with some other entity to operate the Governmental Program in the Property, or (iii) determine that the Property is no longer needed or useful for the operation of the Governmental Program and sell its interest in the Property.

ARTICLE VI - DEFAULTS

1. On the occurrence of either of the following: (a) a lease payment from the GRAHA to the City shall remain unpaid in whole or in part for more than thirty (30) days after it is due and payable; or (b) the GRAHA's violation or default in any of covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice from the City of such violation or default; then it shall be optional for the City to declare this Lease Agreement forfeited and the terms, including GRAHA's right of use and possession of the IRA Civic Center, ended.
2. City shall not be deemed to be in default under this Lease Agreement until the GRAHA has given the City written notice specifying the nature of the default, and the City does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such character as to reasonably require more than thirty (30) days to cure.

ARTICLE VII - ASSIGNMENT, SUBLETTING

1. GRAHA shall not assign any rights or duties under this Lease Agreement or sublet the leased premises, or any part thereof, nor allow any other person to occupy or use the leased premises without the prior written consent of City, which consent shall not unreasonably be withheld. A consent to one assignment, sublease or other occupation or use by any other person or entity shall not be a consent to any subsequent assignment, sublease, occupation or use by persons other than GRAHA. This Lease Agreement shall not be assignable, as to the interest of GRAHA, by operation of law, without the written consent of City. If City does give consent to assignment, subletting or occupation by another, such consent shall not release GRAHA from its obligations hereunder unless a release is specifically given by City.

ARTICLE VIII - CITY'S ACCESS

1. City, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the leased premises, or for any other purpose not inconsistent with Exhibit A. There shall be no diminution of rent and no liability on the part of City by reason of any inconvenience, annoyance or injury caused by City's reasonable exercise of the rights reserved by City in this Article.

ARTICLE IX - FIRE AND OTHER CASUALTY

1. If during the term of this Lease Agreement the leased premises or any portion thereof shall be damaged or destroyed by fire or other casualty so that the said leased premises or a portion thereof shall thereby be rendered unfit for use or occupation, City shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until said premises shall have been duly repaired and restored, the rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated, or (b) City may terminate this lease and end the term thereof, and in case of such termination, the rent shall be paid to the date of such fire or casualty and all other further obligations on the part of either party hereto shall cease.

ARTICLE X - HOLDING OVER

1. Any holding over by GRAHA of the leased premises after the expiration or termination of the term of this Lease Agreement without consent of City shall constitute a default by GRAHA hereunder and GRAHA shall be liable and responsible for all damages and costs sustained by City thereby. Said holding over shall constitute GRAHA to be a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement and so far as the same can be applicable to a month-to-month tenancy.

ARTICLE XI - INDEMNIFICATION, INSURANCE

1. Indemnity: GRAHA shall protect, defend, hold harmless and indemnify City against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorney's fees for defense, arising out of or in any way related to GRAHA's use of the premises or any of GRAHA's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by City. In case of any action or proceeding brought against City by reason of a claim covered by this Agreement, upon notice from City, GRAHA covenants to defend such action or proceeding by counsel reasonable satisfactory to City.
2. Insurance: GRAHA shall maintain through the term of this Lease Agreement a policy of comprehensive general liability insurance with limits of at least \$1,000,000 per person, \$1,000,000 per occurrence, or City's statutory limits of liability pursuant to Minnesota Statutes, whichever is greater. As to each such policy City shall be named as an additional insured. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with City by GRAHA prior to commencement of occupancy of the premises by GRAHA. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving City thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability

endorsement evidencing insurance coverage for GRAHA's indemnification obligation to City under the Lease Agreement.

Item 10.

3. **Liability to GRAHA:** City shall not be liable to GRAHA or to any employee, student or invitee of GRAHA for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages attributable exclusively to the negligence or breach of this Lease Agreement by City, its employees or agents, by a court of competent jurisdiction.
4. **Liability Limits Not Waived:** Nothing in this Article XI shall cause either City or GRAHA to be subject to liability in excess of any statutory limits of liability applicable to City or GRAHA.

ARTICLE XII - MISCELLANEOUS

1. **Notices:** All notices herein provided for shall be sent by registered mail, postage prepaid, return receipt requested, and shall be deemed to have been given when sent, and if by GRAHA to City shall be addressed to City at the place herein provided for the payment of rent, and if given by City to GRAHA shall be addressed to: President, GRAHA, PO Box 422, Grand Rapids, MN 55744.
2. **Waiver, Modification:** No waiver of any condition, covenant, right or option of this Lease by City shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement. No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties in the same manner as the execution of this Lease.
3. **Representations:** Neither City nor any agent or employee of City has made any representations or promises with respect to the leased premises or the IRA Civic Center except as herein expressly set forth, and no rights, privileges, easements or licenses are required by GRAHA except as herein expressly set forth.
4. **Cumulative Rights:** No right or remedy herein conferred on and reserved to the GRAHA or the City is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative in addition to every other right or remedy given herein or not or hereafter existing by law or in equity or by statute.
5. **Approvals:** Wherever the City's or the GRAHA's approval or consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given, unless within twenty (20) days of the request therefor, the City or the GRAHA, as appropriate, notifies the requesting party that the City or the GRAHA, as appropriate, is denying such approval or consent, stating in such notice that reasonable grounds therefor.
6. **Successors, Assigns:** This Lease Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, nothing in this paragraph shall be deemed to avoid the necessity of GRAHA obtaining written consent from City to assign or sublet this Lease Agreement.
7. **No Partnership:** Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between City and GRAHA or to create any other relationship between the parties hereto other than that of City and GRAHA.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written

Item 10.

CITY: CITY OF GRAND RAPIDS

BY: _____
Its Mayor

BY: _____
Its City Clerk

Date: _____

GRAHA:

BY: _____
Its _____

BY: _____
Its _____

Date: _____

ISD Board Member _____ introduced the following resolution and moved its adoption:
 City Council Member _____ introduced the following resolution, City Council Member _____ seconded
 the motion and moved its adoption:

RESOLUTION APPROVING IRA CIVIC CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT, by and between the City of Grand Rapids, Minnesota a municipal corporation, hereinafter referred to as the “City”, and Independent School District No. 318, Grand Rapids, Minnesota, hereinafter referred to as the “School”, entered into this ____ day of _____, 2023.

RECITALS

WHEREAS, City owns and operates the IRA Civic Center; and

WHEREAS, School has determined that the IRA Civic Center is a suitable facility for conducting SCHOOL's various academic and athletic programs and ceremonial events; and

WHEREAS, School wishes to lease the IRA Civic Center, on occasion in its entirety and on other occasions specific portions thereof; and

WHEREAS, City and School wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which School shall lease the IRA Civic Center or portions thereof;

NOW THEREFORE, for good and valuable mutual consideration, City and School mutually agree as follows:

ARTICLE I - AGREEMENT TO LEASE

WHEREAS, the City is a Statutory City organized under *Minnesota Statute Chapter 412*, with the authority to provide for the economic development and general welfare of the City, in accordance with statutory authority, including the ability to enter contracts; and Lease Agreement.

WHEREAS, in consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to School the IRA Civic Center solely to the extent specified in this Lease Agreement.

1. In consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to School the IRA Civic Center solely to the extent specified in this Lease Agreement.
2. The City is in the process of remodeling the IRA Civic Center on City-owned real property located at 1401 Third Avenue NW, Grand Rapids, MN 55744 (the “Property”); and
3. Pursuant to 2020 Laws of Minnesota, Chapter 3, Art. 1, Section 21, Subdivision 21, the City was awarded a grant from the State of Minnesota in the amount of \$5 million (the “State Grant”) for the purpose of design, construction, and equipping of capital improvements to the IRA Civic Center, thereon (the “Project”), as set forth in that certain Grant Agreement – Construction Grant for the IRA Civic Center, SPAP-20-0014-P-FY23, dated October 22, 2020 (the “State Grant Agreement”).
4. Under the provisions of *Minnesota Statutes, Sections 471.15 to 471.191*, the City is authorized to remodel the Property as a civic center, and to thereafter expend funds for the operation and maintenance of the civic center and the operation of the Governmental Program (as defined in the State Grant Agreement) as a part of its program of public recreation, and to directly operate such program; and

5. Conditions Precedent. All obligations of the Parties set forth herein are subject to the conditions precedent that the Parties shall have received the following (unless waived in writing by the Parties):
 - a. Resolution of the School authorizing body the terms and conditions of this Agreement;
 - b. Resolution of the Grand Rapids City Council authorizing the approval of the terms and conditions of this Agreement;
 - c. A favorable written opinion of City of Grand Rapids legal counsel that all necessary approvals, including, but not limited to, the Minnesota Department of Department of Management and Budget (“MMB”) have been received by the City to move forward with this Agreement.
6. No Joint Venture. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint ventures and neither party shall have the power to obligate or bind the other in any manner whatsoever.
7. Dispute Resolution. Parties agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
8. State Grant Agreement Requirements. In addition to the requirements related to the State Grant and the State Grant Agreement set forth elsewhere in this Agreement, the provisions set forth in this Section are required under the State Grant Agreement.
 - a. The Parties acknowledge and recognize that this Agreement is subject to the terms and conditions of the State Grant Agreement. Accordingly, this Agreement must be approved in writing by the Commissioner of Management and Budget (“Commissioner”), and absent such approval it is null and void and of no force or effect. The Parties agree to cooperate to obtain all necessary approvals and signatures under the State Grant Agreement.
 - b. The Parties acknowledge and recognize that the terms, conditions and provisions of the State Grant Agreement control over any inconsistent provisions in this Agreement.
 - c. The Parties acknowledge that the City is a public body with authority under the Act to own the Civic Center and operate the Governmental Program, as defined in the State Grant Agreement.
 - d. This Agreement may be terminated by the City if there is an Event of Default by the School, or in the event that the City is no longer authorized by law to own the Property or operate the Civic Center.
 - e. This Agreement will automatically and immediately terminate upon a termination of the Governmental Program, as defined in the State Grant Agreement, or change in such Governmental Program that no longer allows the City to continue to own or operate The Civic Center for the Governmental Program. The City will give the School as much notice as possible and, to the extent permitted by law, the Parties shall use good faith efforts to enter into a new agreement with the same or substantially similar terms as this Agreement.
 - f. The School is prohibited from creating or allowing any voluntary lien or encumbrance or any involuntary lien or encumbrance upon the Property, except with the advance written consent of the Commissioner.
 - g. Any changes, alterations, or modifications to this Agreement must be agreed to, in writing, by the Commissioner.

13. Compliance as to Bonds.

- a. Subject to direction from Minnesota Management and Budget, interest on any bonds issued by the State for the Project is intended to be excludable from gross income for federal income tax purposes ("Tax-Exempt Bonds") and if the City or the Commissioner determines, based upon the written notice of nationally recognized bond counsel, that any action under this Agreement creates a significant risk that interest on any Tax-Exempt Bonds will not be excludable from gross income for federal income tax purposes, the Parties shall negotiate in good faith to agree on alternative action to avoid such a result. In no event shall the foregoing agreement require any Party to amend or modify any material term of this Agreement.
- b. The School irrevocably waives any claim for depreciation or investment credit with respect to the Property and shall not deduct any payments to the City provided for in this Agreement as rent.

14. REPORTING AND PROGRAM OVERSIGHT

- a. General Documentation. School shall promptly submit to City, upon written request, any such documentation, information and reports as are needed by City to fulfill its reporting requirements under the Grant Agreement.
 - b. Initial Report. Upon execution of this Lease, School shall provide City with an initial program evaluation report to show, among other things, anticipated revenue and expenses.
 - c. Annual Reporting. On an annual basis, not later than the date necessary for City to fulfill its reporting requirements under Section 2.04 of the Grant Agreement, School shall submit to City the following information (the "Annual Report"):
 - A) A report of major activities at the Property for the current fiscal year of School, and a description of how the major activities meet the elements of the Governmental Program.
 - B) School's annual budget including revenues and expenses for the current fiscal year that show that forecast revenues (from all sources) will be equal to or exceed forecast program expenses.
 - C) School's projected budgets for funding operations of the Property for the next fiscal year that show that forecast revenues (from all sources) will be equal to or greater than forecast program expenses.
15. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.
16. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and the School and approved in writing by the Commissioner of Minnesota Management and Budget.
17. Records—Availability and Retention. Pursuant to *Minn. Stat. § 16C.05, subd. 5*, the School agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the School and involve transactions relating to this Contract. The School agrees to maintain these records for a period of six years from the date of termination of this Agreement.
18. Events of Default. An Event of Default includes: the failure of either Party to observe or perform its obligations hereunder and the breach or default of this Agreement by either Party.

19. Force Majeure. The Parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.
20. Governing Law. This Contract shall be deemed to have been made and accepted in Itasca County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
21. Data Practices. The Parties acknowledge that this Contract is subject to the requirements of *Minnesota's Government Data Practices Act (Act)*, *Minnesota Statutes, Section 13.01 et seq.* The School agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The School understands that all of the data created, collected, received, stored, used, maintained or disseminated by the School in performing those functions that the City would perform is subject to the requirements of the Act, and the School must comply with those requirements as if it were a government entity. This does not create a duty on the part of the School to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Contract.
22. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
23. Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
24. Entire Contract. These terms and conditions constitute the entire Contract between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
25. Recitals. The Recitals set forth above are incorporated into and are made a part of this Amendment.
26. Headings and Captions. Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
27. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party of Parties, and any undischarged obligations of City and the School arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
28. Execution. This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.
29. School's Right of Possession and Use: School shall have the right to possess and use the IRA Civic Center for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated

herein by reference. School's right to possess and use the IRA Civic Center shall be intermittent and confined to those portions of the IRA Civic Center specifically identified in Exhibit A or necessary to carry out School's intended uses as identified in Exhibit A. City and its licensees shall have the right to enter upon and use the IRA Civic Center at all times not inconsistent with Exhibit A. School shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. School shall not permit any hazardous or dangerous activity to be conducted at the IRA Civic Center or any activity which will increase insurance risks for premiums on the premises.

30. **Schedule of Use:** School shall submit to City annually before April 1 a schedule of all proposed ice uses for the following year, which schedule shall be subject to City's approval. School's ice uses shall be given priority scheduling by the City.

31. **Supervision, Crowd Control:**

- a. **Safety:** City shall be responsible to summon appropriate medical personnel in the event any such persons require medical attention.
- b. **Crowd Control:** School shall monitor and oversee spectator activity for the purpose of maintaining orderly behavior and compliance with any policies for the use of the IRA Civic Center which may be promulgated by City from time-to-time. City shall provide City Police Officer services at the request of School during boys' high school hockey games and tournaments. Reimbursement to City of said Police Officer services is deemed included in the rental amount set forth in Paragraph 2.1 hereof. City Police Officers are present for the purpose of maintaining order and security for the safety of persons in attendance by enforcing all applicable ordinances and statutes and arresting persons suspected of violation of law.

32. **Parking Lot:** School, its participants, staff and spectators shall have the right to use the IRA Civic Center parking lot in conjunction with School's activities and events at the IRA Civic Center, subject to parking lot utilization policies which may be promulgated by City from time-to-time. Said use shall be in common with other invitees of City who may be using the IRA Civic Center.

33. **Concessions:** City retains the exclusive right to operate all concessions at the IRA Civic Center, either through representatives of City or City's assignees. This Lease Agreement does not confer upon School the right to operate concessions at the IRA Civic Center.

ARTICLE II – LEASE

1. **Lease:** School shall pay to City monthly lease payments, including annual three percent increase for the period of July 2022 through July 2026, in accordance with the following table:

Period	
July 1, 2022 through June 30, 2023	\$177,186.78
July 1, 2023 through June 30, 2024	\$182,502.38
July 1, 2024 through June 30, 2025	\$187,977.45
July 1, 2025 through June 30, 2026	\$193,616.78
July 1, 2026 through June 30, 2027	\$199,425.28

In addition, any increase or alteration in use by School during 2022 – 2023 or subsequent years shall subject the payment amount to further review and renegotiation by the parties, provided that in no event

shall the rents be decreased to less than the above amount or that stated in Section 2.1 together with the aforementioned annual three percent increases.

If hockey season is cancelled or altered due to a pandemic, the monthly lease rates shall be reduced by thirty-seven percent for any months 'In Pause' from November 1st through March 30th.

2. Usage: School may use the premises only for the purposes described in this Agreement and shall not sublet or otherwise rent the ice to the public or any other outside group.
3. Lease Renegotiations: Lease renegotiations due to the increase or alteration in use by School shall be conducted in accord with this Section. For the 2027-2028 lease period, the parties shall conduct any renegotiations during the month of March, 2027. If the parties are unable to reach agreement after any such renegotiation, then this agreement shall terminate as of June 30, 2027.
4. Within thirty (30) days of the end of each 12 month period in the Lease term, starting on the Effective Date of the Lease (each such 12 month period shall be referred to herein as "Lease Year"), City agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of all rent received under all use agreements for the Property and the operating and maintenance expenses for the Property for the then just-completed Lease Year ("Reconciliation Statement"). If for any Lease Year the School's rent collected for the prior Lease Year as a result exceeds the School's share of the operating and maintenance expenses for the Property for such prior Lease Year, based upon the City's Reconciliation Statement, then the City shall immediately refund to the School any overpayment. Likewise, the School shall pay to the City, any underpayment with respect to the prior Lease Year as described above.

ARTICLE III – MAINTENANCE, REPAIR

1. Maintenance, Repair: City shall at all times during the term of this Lease Agreement, at City's own cost and expense, repair and maintain the IRA Civic Center, any improvements or alterations thereto, all fixtures and equipment therein, and the exterior of the building and the parking lot, except as otherwise provided in this Article.
2. Damages: School shall reimburse City for the reasonable cost to repair and restore the IRA Civic Center in the event of damage to the premises caused by negligence on the part of participants, coaches or other staff, or spectators who are in or upon the IRA Civic Center in conjunction with any of School's activities or events.
3. Clean up: Although City retains ultimate responsibility for maintenance, School shall perform routine clean up after its use of the premises, including proper storage of all equipment, pick up and proper disposal of litter.
4. Alterations, Improvements: School shall not make alterations or improvements to the premises without the advance written consent of City.

ARTICLE IV - UTILITIES

1. City shall furnish such heat, air conditioning, water, sewer, electricity and garbage collection as shall be necessary, in City's judgment for the comfortable use and occupancy of the premises under normal conditions.
2. School shall conserve heat, water, and electricity, and shall not neglect or misuse, water fixtures, electric lights, or other equipment or facilities furnished in conjunction with City's provision of utilities pursuant to this Article.

ARTICLE V - TERM

1. The term of this Lease Agreement shall be from July 1, 2022 through June 30, 2027, except that this Lease Agreement may terminate pursuant to the terms and conditions contained in this Agreement.
2. Notwithstanding anything to the contrary contained herein, City is not required to renew this Lease with School, and may at that time, in its sole option and discretion (i) decide to self-operate the Governmental Program in the Property, (ii) contract with some other entity to operate the Governmental Program in the Property, or (iii) determine that the Property is no longer needed or useful for the operation of the Governmental Program and sell its interest in the Property.

ARTICLE VI - DEFAULTS

1. On the occurrence of either of the following: (a) a lease payment from the School to the City shall remain unpaid in whole or in part for more than thirty (30) days after it is due and payable; or (b) the School's violation or default in any of covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice from the City of such violation or default; then it shall be optional for the City to declare this Lease Agreement forfeited and the terms, including School's right of use and possession of the IRA Civic Center, ended.
2. City shall not be deemed to be in default under this Lease Agreement until the School has given the City written notice specifying the nature of the default, and the City does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such character as to reasonably require more than thirty (30) days to cure.

ARTICLE VII - ASSIGNMENT, SUBLETTING

1. School shall not assign any rights or duties under this Lease Agreement or sublet the leased premises, or any part thereof, nor allow any other person to occupy or use the leased premises without the prior written consent of City, which consent shall not unreasonably be withheld. A consent to one assignment, sublease or other occupation or use by any other person or entity shall not be a consent to any subsequent assignment, sublease, occupation or use by persons other than School. This Lease Agreement shall not be assignable, as to the interest of School, by operation of law, without the written consent of City. If City does give consent to assignment, subletting or occupation by another, such consent shall not release School from its obligations hereunder unless a release is specifically given by City.

ARTICLE VIII - CITY'S ACCESS

1. City, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the leased premises, or for any other purpose not inconsistent with Exhibit A. There shall be no diminution of rent and no liability on the part of City by reason of any inconvenience, annoyance or injury caused by City's reasonable exercise of the rights reserved by City in this Article.

ARTICLE IX - FIRE AND OTHER CASUALTY

1. If during the term of this Lease Agreement the leased premises or any portion thereof shall be damaged or destroyed by fire or other casualty so that the said leased premises or a portion thereof shall thereby be rendered unfit for use or occupation, City shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until said premises shall have been duly repaired and restored, the rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated, or (b) City may terminate this lease and end the term thereof, and in case of such termination, the rent shall be paid to the date of such fire or casualty and all other further obligations on the part of either party hereto shall cease.

ARTICLE X - HOLDING OVER

1. Any holding over by School of the leased premises after the expiration or termination of the term of this Lease Agreement without consent of City shall constitute a default by School hereunder and School shall be liable and responsible for all damages and costs sustained by City thereby. Said holding over shall constitute School to be a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement and so far as the same can be applicable to a month-to-month tenancy.

ARTICLE XI - INDEMNIFICATION, INSURANCE

1. Indemnity: School shall protect, defend, hold harmless and indemnify City against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorney's fees for defence, arising out of or in any way related to School's use of the premises or any of School's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by City. In case of any action or proceeding brought against City by reason of a claim covered by this Agreement, upon notice from City, School covenants to defend such action or proceeding by counsel reasonable satisfactory to City.
2. Insurance: School shall maintain through the term of this Lease Agreement a policy of comprehensive general liability insurance with limits of at least \$1,000,000 per person, \$1,000,000 per occurrence, or City's statutory limits of liability pursuant to Minnesota Statutes, whichever is greater. As to each such policy City shall be named as an additional insured. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with City by School prior to commencement of occupancy of the premises by School. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving City thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability

endorsement evidencing insurance coverage for School's indemnification obligation to City under this Lease Agreement.

Item 10.

3. Liability to School: City shall not be liable to School or to any employee, student or invitee of School for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages attributable exclusively to the negligence or breach of this Lease Agreement by City, its employees or agents, by a court of competent jurisdiction.
4. Liability Limits Not Waived: Nothing in this Article XI shall cause either City or School to be subject to liability in excess of any statutory limits of liability applicable to City or School.

ARTICLE XII - MISCELLANEOUS

1. Notices: All notices herein provided for shall be sent by registered mail, postage prepaid, return receipt requested, and shall be deemed to have been given when sent, and if by School to City shall be addressed to City at the place herein provided for the payment of rent, and if given by City to School shall be addressed to: Superintendent, Independent School District 318, Administration Building, 820 NW 1st Avenue, Grand Rapids, MN 55744.
2. Waiver, Modification: No waiver of any condition, covenant, right or option of this Lease by City shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement. No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties in the same manner as the execution of this Lease.
3. Representations: Neither City nor any agent or employee of City has made any representations or promises with respect to the leased premises or the IRA Civic Center except as herein expressly set forth, and no rights, privileges, easements or licenses are required by School except as herein expressly set forth.
4. Cumulative Rights: No right or remedy herein conferred on and reserved to the School or the City is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative in addition to every other right or remedy given herein or not or hereafter existing by law or in equity or by statute.
5. Approvals: Wherever the City's or the School's approval or consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given, unless within twenty (20) days of the request therefor, the City or the School, as appropriate, notifies the requesting party that the City or the School, as appropriate, is denying such approval or consent, stating in such notice that reasonable grounds therefor.
6. Successors, Assigns: This Lease Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, nothing in this paragraph shall be deemed to avoid the necessity of School obtaining written consent from City to assign or sublet this Lease Agreement.
7. No Partnership: Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between City and School or to create any other relationship between the parties hereto other than that of City and School.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY: CITY OF GRAND RAPIDS

BY: _____
Its Mayor

BY: _____
Its City Clerk

Date: _____

SCHOOL:

BY: _____
Its _____

BY: _____
Its _____

Date: _____

SNSC Board Member _____ introduced the following resolution and moved its adoption:

City Council Member _____ introduced the following resolution, City Council Member _____ seconded the motion and moved its adoption:

RESOLUTION APPROVING IRA CIVIC CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT, by and between the City of Grand Rapids, Minnesota a municipal corporation, hereinafter referred to as the “City”, and Star of the North Skating Club, Grand Rapids, Minnesota, hereinafter referred to as the “SNSC”, entered into this ____ day of _____, 2023.

RECITALS

WHEREAS, City owns and operates the IRA Civic Center; and

WHEREAS, School has determined that the IRA Civic Center is a suitable facility for conducting SNSC's figure skating programming; and

WHEREAS, SNSC wishes to lease the IRA Civic Center, on occasion in its entirety and on other occasions specific portions thereof; and

WHEREAS, City and SNSC wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which SNSC shall lease the IRA Civic Center or portions thereof;

NOW THEREFORE, for good and valuable mutual consideration, City and SNSC mutually agree as follows:

ARTICLE I - AGREEMENT TO LEASE

WHEREAS, the City is a Statutory City organized under *Minnesota Statute Chapter 412*, with the authority to provide for the economic development and general welfare of the City, in accordance with statutory authority, including the ability to enter contracts; and Lease Agreement.

WHEREAS, in consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to SNSC the IRA Civic Center solely to the extent specified in this Lease Agreement.

1. In consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to SNSC the IRA Civic Center solely to the extent specified in this Lease Agreement.
2. The City is in the process of remodeling the IRA Civic Center on City-owned real property located at 1401 Third Avenue NW, Grand Rapids, MN 55744 (the “Property”); and
3. Pursuant to 2020 Laws of Minnesota, Chapter 3, Art. 1, Section 21, Subdivision 21, the City was awarded a grant from the State of Minnesota in the amount of \$5 million (the “State Grant”) for the purpose of design, construction, and equipping of capital improvements to the IRA Civic Center, thereon (the “Project”), as set forth in that certain Grant Agreement – Construction Grant for the IRA Civic Center, SPAP-20-0014-P-FY23, dated October 22, 2020 (the “State Grant Agreement”).
4. Under the provisions of *Minnesota Statutes, Sections 471.15 to 471.191*, the City is authorized to remodel the Property as a civic center, and to thereafter expend funds for the operation and maintenance of the

civic center and the operation of the Governmental Program (as defined in the State Grant Agreement) a part of its program of public recreation, and to directly operate such program; and

Item 10.

5. Conditions Precedent. All obligations of the Parties set forth herein are subject to the conditions precedent that the Parties shall have received the following (unless waived in writing by the Parties):
 - a. Resolution of the SNSC authorizing body the terms and conditions of this Agreement;
 - b. Resolution of the Grand Rapids City Council authorizing the approval of the terms and conditions of this Agreement;
 - c. A favorable written opinion of City of Grand Rapids legal counsel that all necessary approvals, including, but not limited to, the Minnesota Department of Department of Management and Budget (“MMB”) have been received by the City to move forward with this Agreement.
6. No Joint Venture. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint ventures and neither party shall have the power to obligate or bind the other in any manner whatsoever.
7. Dispute Resolution. Parties agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
8. State Grant Agreement Requirements. In addition to the requirements related to the State Grant and the State Grant Agreement set forth elsewhere in this Agreement, the provisions set forth in this Section are required under the State Grant Agreement.
 - a. The Parties acknowledge and recognize that this Agreement is subject to the terms and conditions of the State Grant Agreement. Accordingly, this Agreement must be approved in writing by the Commissioner of Management and Budget (“Commissioner”), and absent such approval it is null and void and of no force or effect. The Parties agree to cooperate to obtain all necessary approvals and signatures under the State Grant Agreement.
 - b. The Parties acknowledge and recognize that the terms, conditions and provisions of the State Grant Agreement control over any inconsistent provisions in this Agreement.
 - c. The Parties acknowledge that the City is a public body with authority under the Act to own the Civic Center and operate the Governmental Program, as defined in the State Grant Agreement.
 - d. This Agreement may be terminated by the City if there is an Event of Default by the SNSC, or in the event that the City is no longer authorized by law to own the Property or operate the Civic Center.
 - e. This Agreement will automatically and immediately terminate upon a termination of the Governmental Program, as defined in the State Grant Agreement, or change in such Governmental Program that no longer allows the City to continue to own or operate The Civic Center for the Governmental Program. The City will give the SNSC as much notice as possible and, to the extent permitted by law, the Parties shall use good faith efforts to enter into a new agreement with the same or substantially similar terms as this Agreement.
 - f. The SNSC is prohibited from creating or allowing any voluntary lien or encumbrance or any involuntary lien or encumbrance upon the Property, except with the advance written consent of the Commissioner.
 - g. Any changes, alterations, or modifications to this Agreement must be agreed to, in writing, by the Commissioner.

13. Compliance as to Bonds.

- a. Subject to direction from Minnesota Management and Budget, interest on any bonds issued by the State for the Project is intended to be excludable from gross income for federal income tax purposes ("Tax-Exempt Bonds") and if the City or the Commissioner determines, based upon the written notice of nationally recognized bond counsel, that any action under this Agreement creates a significant risk that interest on any Tax-Exempt Bonds will not be excludable from gross income for federal income tax purposes, the Parties shall negotiate in good faith to agree on alternative action to avoid such a result. In no event shall the foregoing agreement require any Party to amend or modify any material term of this Agreement.
- b. The SNSC irrevocably waives any claim for depreciation or investment credit with respect to the Property and shall not deduct any payments to the City provided for in this Agreement as rent.

14. REPORTING AND PROGRAM OVERSIGHT

- a. General Documentation. SNSC shall promptly submit to City, upon written request, any such documentation, information and reports as are needed by City to fulfil its reporting requirements under the Grant Agreement.
 - b. Initial Report. Upon execution of this Lease, SNSC shall provide City with an initial program evaluation report to show, among other things, anticipated revenue and expenses.
 - c. Annual Reporting. On an annual basis, not later than the date necessary for City to fulfil its reporting requirements under Section 2.04 of the Grant Agreement, SNSC shall submit to City the following information (the "Annual Report"):
 - A) A report of major activities at the Property for the current fiscal year of SNSC, and a description of how the major activities meet the elements of the Governmental Program.
 - B) SNSC's annual budget including revenues and expenses for the current fiscal year that show that forecast revenues (from all sources) will be equal to or exceed forecast program expenses.
 - C) SNSC's projected budgets for funding operations of the Property for the next fiscal year that show that forecast revenues (from all sources) will be equal to or greater than forecast program expenses.
15. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.
16. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and the SNSC and approved in writing by the Commissioner of Minnesota Management and Budget.
17. Records—Availability and Retention. Pursuant to *Minn. Stat. § 16C.05, subd. 5*, the SNSC agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the SNSC and involve transactions relating to this Contract. The SNSC agrees to maintain these records for a period of six years from the date of termination of this Agreement.
18. Events of Default. An Event of Default includes: the failure of either Party to observe or perform its obligations hereunder and the breach or default of this Agreement by either Party.

19. Force Majeure. The Parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.
20. Governing Law. This Contract shall be deemed to have been made and accepted in Itasca County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
21. Data Practices. The Parties acknowledge that this Contract is subject to the requirements of *Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 et seq.* The SNSC agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The SNSC understands that all of the data created, collected, received, stored, used, maintained or disseminated by the SNSC in performing those functions that the City would perform is subject to the requirements of the Act, and the SNSC must comply with those requirements as if it were a government entity. This does not create a duty on the part of the SNSC to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Contract.
22. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
23. Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
24. Entire Contract. These terms and conditions constitute the entire Contract between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
25. Recitals. The Recitals set forth above are incorporated into and are made a part of this Amendment.
26. Headings and Captions. Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
27. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party of Parties, and any undischarged obligations of City and the SNSC arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
28. Execution. This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

29. **SNSC's Right of Possession and Use:** SNSC shall have the right to possess and use the IRA Civic Center for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated herein by reference. SNSC's right to possess and use the IRA Civic Center shall be intermittent and confined to those portions of the IRA Civic Center specifically identified in Exhibit A or necessary to carry out SNSC's intended uses as identified in Exhibit A. City and its licensees shall have the right to enter upon and use the IRA Civic Center at all times not inconsistent with Exhibit A. SNSC shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. SNSC shall not permit any hazardous or dangerous activity to be conducted at the IRA Civic Center or any activity which will increase insurance risks for premiums on the premises.
30. **Schedule of Use:** SNSC shall submit to City annually before April 1 a schedule of all proposed ice uses for the following year, which schedule shall be subject to City's approval. ISD 318 and GRAHA's ice uses shall be given priority scheduling by the City.
31. **Supervision, Crowd Control:**
- a. **Safety:** SNSC shall be responsible to summon appropriate medical personnel in the event any such persons require medical attention.
 - b. **Crowd Control:** SNSC shall monitor and oversee spectator activity for the purpose of maintaining orderly behavior and compliance with any policies for the use of the IRA Civic Center which may be promulgated by City from time-to-time.
32. **Parking Lot:** SNSC, its participants, staff and spectators shall have the right to use the IRA Civic Center parking lot in conjunction with School's activities and events at the IRA Civic Center, subject to parking lot utilization policies which may be promulgated by City from time-to-time. Said use shall be in common with other invitees of City who may be using the IRA Civic Center.
33. **Concessions:** City retains the exclusive right to operate all concessions at the IRA Civic Center, either through representatives of City or City's assignees. This Lease Agreement does not confer upon SNSC the right to operate concessions at the IRA Civic Center.

ARTICLE II – LEASE

1. **Lease:** SNSC shall pay to City monthly lease payments in accordance with the following table:

Period	Base Hourly Rate
July 1, 2023 through June 30, 2024	\$180/hour

2. **Usage:** SNSC may use the premises only for the purposes described in this Agreement and shall not sublet or otherwise rent the ice to the public or any other outside group.
3. **Lease Renegotiations:** Lease renegotiations due to the increase or alteration in use by SNSC shall be conducted in accord with this Section. For the 2024-2025 lease period, the parties shall conduct any

renegotiations during the month of March 2024. If the parties are unable to reach agreement after any such renegotiation, then this agreement shall terminate as of June 30, 2024.

Item 10.

4. Within thirty (30) days of the end of each 12 month period in the Lease term, starting on the Effective Date of the Lease (each such 12 month period shall be referred to herein as “Lease Year”), City agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of all rent received under all use agreements for the Property and the operating and maintenance expenses for the Property for the then just-completed Lease Year (“Reconciliation Statement”). If for any Lease Year the SNSC’s rent collected for the prior Lease Year as a result exceeds the SNSC’s share of the operating and maintenance expenses for the Property for such prior Lease Year, based upon the City’s Reconciliation Statement, then the City shall immediately refund to the SNSC any overpayment. Likewise, the SNSC shall pay to the City, any underpayment with respect to the prior Lease Year as described above.

ARTICLE III – MAINTENANCE, REPAIR

1. **Maintenance, Repair:** City shall at all times during the term of this Lease Agreement, at City’s own cost and expense, repair and maintain the IRA Civic Center, any improvements or alterations thereto, all fixtures and equipment therein, and the exterior of the building and the parking lot, except as otherwise provided in this Article.
2. **Damages:** SNSC shall reimburse City for the reasonable cost to repair and restore the IRA Civic Center in the event of damage to the premises caused by negligence on the part of participants, coaches or other staff, or spectators who are in or upon the IRA Civic Center in conjunction with any of SNSC’s activities or events.
3. **Clean up:** Although City retains ultimate responsibility for maintenance, SNSC shall perform routine clean up after its use of the premises, including proper storage of all equipment, pick up and proper disposal of litter.
4. **Alterations, Improvements:** SNSC shall not make alterations or improvements to the premises without the advance written consent of City.

ARTICLE IV - UTILITIES

1. City shall furnish such heat, air conditioning, water, sewer, electricity and garbage collection as shall be necessary, in City's judgment for the comfortable use and occupancy of the premises under normal conditions.
2. SNSC shall conserve heat, water, and electricity, and shall not neglect or misuse, water fixtures, electric lights, or other equipment or facilities furnished in conjunction with City's provision of utilities pursuant to this Article.

ARTICLE V - TERM

1. The term of this Lease Agreement shall be from July 1, 2023 through June 30, 2024, except that this Lease Agreement may terminate pursuant to the terms and conditions contained in this Agreement.
2. Notwithstanding anything to the contrary contained herein, City is not required to renew this Lease with SNSC, and may at that time, in its sole option and discretion (i) decide to self-operate the Governmental Program in the Property, (ii) contract with some other entity to operate the Governmental Program in the Property, or (iii) determine that the Property is no longer needed or useful for the operation of the Governmental Program and sell its interest in the Property.

ARTICLE VI - DEFAULTS

1. On the occurrence of either of the following: (a) a lease payment from the SNSC to the City shall remain unpaid in whole or in part for more than thirty (30) days after it is due and payable; or (b) the SNSC's violation or default in any of covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice from the City of such violation or default; then it shall be optional for the City to declare this Lease Agreement forfeited and the terms, including SNSC's right of use and possession of the IRA Civic Center, ended.
2. City shall not be deemed to be in default under this Lease Agreement until the SNSC has given the City written notice specifying the nature of the default, and the City does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such character as to reasonably require more than thirty (30) days to cure.

ARTICLE VII - ASSIGNMENT, SUBLETTING

1. SNSC shall not assign any rights or duties under this Lease Agreement or sublet the leased premises, or any part thereof, nor allow any other person to occupy or use the leased premises without the prior written consent of City, which consent shall not unreasonably be withheld. A consent to one assignment, sublease or other occupation or use by any other person or entity shall not be a consent to any subsequent assignment, sublease, occupation or use by persons other than School. This Lease Agreement shall not be assignable, as to the interest of SNSC, by operation of law, without the written consent of City. If City does give consent to assignment, subletting or occupation by another, such consent shall not release SNSC from its obligations hereunder unless a release is specifically given by City.

ARTICLE VIII - CITY'S ACCESS

1. City, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the leased premises, or for any other purpose not inconsistent with Exhibit A. There shall be no diminution of rent and no liability on the part of City by reason of any inconvenience, annoyance or injury caused by City's reasonable exercise of the rights reserved by City in this Article.

ARTICLE IX - FIRE AND OTHER CASUALTY

1. If during the term of this Lease Agreement the leased premises or any portion thereof shall be damaged or destroyed by fire or other casualty so that the said leased premises or a portion thereof shall thereby be rendered unfit for use or occupation, City shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until said premises shall have been duly repaired and restored, the rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated, or (b) City may terminate this lease and end the term thereof, and in case of such termination, the rent shall be paid to the date of such fire or casualty and all other further obligations on the part of either party hereto shall cease.

ARTICLE X - HOLDING OVER

1. Any holding over by SNSC of the leased premises after the expiration or termination of the term of this Lease Agreement without consent of City shall constitute a default by SNSC hereunder and SNSC shall be liable and responsible for all damages and costs sustained by City thereby. Said holding over shall constitute SNSC to be a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement and so far as the same can be applicable to a month-to-month tenancy.

ARTICLE XI - INDEMNIFICATION, INSURANCE

1. Indemnity: SNSC shall protect, defend, hold harmless and indemnify City against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorney's fees for defense, arising out of or in any way related to SNSC's use of the premises or any of SNSC's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by City. In case of any action or proceeding brought against City by reason of a claim covered by this Agreement, upon notice from City, SNSC covenants to defend such action or proceeding by counsel reasonable satisfactory to City.
2. Insurance: SNSC shall maintain through the term of this Lease Agreement a policy of comprehensive general liability insurance with limits of at least \$1,000,000 per person, \$1,000,000 per occurrence, or City's statutory limits of liability pursuant to Minnesota Statutes, whichever is greater. As to each such policy City shall be named as an additional insured. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with City by SNSC prior to commencement of occupancy of the premises by SNSC. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving City thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability

endorsement evidencing insurance coverage for SNSC's indemnification obligation to City under this Lease Agreement.

Item 10.

3. Liability to SNSC: City shall not be liable to SNSC or to any employee, student or invitee of SNSC for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages attributable exclusively to the negligence or breach of this Lease Agreement by City, its employees or agents, by a court of competent jurisdiction.
4. Liability Limits Not Waived: Nothing in this Article XI shall cause either City or SNSC to be subject to liability in excess of any statutory limits of liability applicable to City or SNSC.

ARTICLE XII - MISCELLANEOUS

1. Notices: All notices herein provided for shall be sent by registered mail, postage prepaid, return receipt requested, and shall be deemed to have been given when sent, and if by SNSC to City shall be addressed to City at the place herein provided for the payment of rent, and if given by City to SNSC shall be addressed to: President, SNSC, PO Box 111, Grand Rapids, MN 55744-0111.
2. Waiver, Modification: No waiver of any condition, covenant, right or option of this Lease by City shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement. No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties in the same manner as the execution of this Lease.
3. Representations: Neither City nor any agent or employee of City has made any representations or promises with respect to the leased premises or the IRA Civic Center except as herein expressly set forth, and no rights, privileges, easements or licenses are required by SNSC except as herein expressly set forth.
4. Cumulative Rights: No right or remedy herein conferred on and reserved to the SNSC or the City is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative in addition to every other right or remedy given herein or not or hereafter existing by law or in equity or by statute.
5. Approvals: Wherever the City's or the SNSC's approval or consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given, unless within twenty (20) days of the request therefor, the City or the SNSC, as appropriate, notifies the requesting party that the City or the SNSC, as appropriate, is denying such approval or consent, stating in such notice that reasonable grounds therefor.
6. Successors, Assigns: This Lease Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, nothing in this paragraph shall be deemed to avoid the necessity of SNSC obtaining written consent from City to assign or sublet this Lease Agreement.
7. No Partnership: Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between City and SNSC or to create any other relationship between the parties hereto other than that of City and SNSC.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY: CITY OF GRAND RAPIDS

BY: _____
Its Mayor

BY: _____
Its City Clerk

Date: _____

SNSC:

BY: _____
Its _____

BY: _____
Its _____

Date: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023
AGENDA ITEM: Consider Cart Storage Agreement
PREPARED BY: Bob Cahill

BACKGROUND: SEE ATTACHED.

The attached Agreement is for leasing space to City of Grand Rapids/Pokegama Golf Course for the seasonal storing of 40 electric Club Car golf carts.

REQUESTED COUNCIL ACTION:

Make a motion to approve the attached Storage Agreement with 214 Properties, LLC and the City of Grand Rapids/Pokegama Golf Course. The fee shall be \$1,890 for 2022/2023. This expense is included in the 2023 Pokegama Golf Course operating budget and is to be paid from that fund.

214 PROPERTIES, LLC

Ryan Sutherland
 34990 Hanna Road
 Cohasset, MN 55721
 218.360.1727

STORAGE AGREEMENT

This agreement is for leasing space to Occupant for the purpose of storing personal property and expressly incorporates all terms and conditions outlined below. By signing this agreement Occupant acknowledges having read the terms and conditions contained herein and agrees to be contractually bound hereby.

1. **TERM:** This agreement shall be for a term of ☒ Seasonal ☐ Monthly commencing October 1, 2022 and terminating June 1, 2023 for a total of \$1890.00. 214 PROPERTIES, LLC shall have no obligation to provide and prorate refunds in the event the premises are vacated by Occupant prior to the end of any month for which the rental payment has been paid. This rental agreement shall automatically terminate in the event the Occupant's default in payment or performance hereunder, subject only to prompt complete cure of any such default. If payments continue after term of lease has expired, this will be considered a month to month lease and all terms will apply.
2. **USE OF PREMISES:** Occupants use of the leased space is for purposes of personal storage only. Occupant may not store at the premises any items which would be injurious to the premises, or which would be in any way dangerous to persons or property in or around the premises. No items may be stored at the premises that would violate Owners premises insurance coverages, or cause Owners property insurance rates to increase. No explosives or highly flammable materials may be stored at the premises and the storage of any materials which are defined as toxic or hazardous under any federal, state or local law or ordinance is expressly prohibited with the exception of motor vehicles, recreational vehicles and other items containing fuel tanks. Occupant herewith expressly agrees to indemnify and hold 214 PROPERTIES, LLC harmless from and against any claims arising from any damage caused to another's property while storing or removing Occupants property.
3. **INSURANCE:** 214 PROPERTIES, LLC does not provide insurance coverage for any loss, from any cause, to any personal property owned by Occupant and stored at the premises. If Occupant desires insurance coverage, for Occupants personal property stored at the premises, Occupant must independently obtain such coverage at Occupants expense from Occupants own insurer. 214 PROPERTIES, LLC shall have no liability for any loss or damage to any property of Occupant stored at the premises caused by acts of third parties, by any forces of nature, or otherwise.
4. **OTHER:** Occupant agrees 214 PROPERTIES, LLC may move your items at the premises. Occupant shall leave keys with any vehicle.

Occupant's Signature: _____

Date: _____

Occupant's Name: _____

Phone: _____

Address: _____

Description of Property: Golf Carts

Payment Received: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023
AGENDA ITEM: Consider Termination of Employee
PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Sebastian Holmberg has worked full-time as a Security Officer since August 21, 2022. City Administrator Tom Pagel terminated him on Wednesday, March 8, 2023, contingent upon City Council approval.

REQUESTED COUNCIL ACTION:

Make a motion to approve the termination of Sebastian Holmberg effective March 8, 2023.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023

AGENDA ITEM: Consider entering into an Agreement for Consulting Services for GASB 67 & 68 Actuarial Valuation with USI Consulting Group, Incorporated. (Formerly Hildi, Inc.)

PREPARED BY: Barb Baird

BACKGROUND:

Governmental Accounting Standards Board (GASB) established GASB statement 67 & 68, Financial Reporting for Pensions Plans. GASB 968 applies to accounting for pension plan sponsors (municipalities). Any financial reporting done for the pension plan sponsor (the City) should be prepared in accordance of GASB 68.

Any financial reporting sone for the pension plan (Relief Association) should be prepared in accordance with GASB 67.

REQUESTED COUNCIL ACTION:

Make a motion authorizing the Mayor to sign an Agreement for Consulting Services for GASB 67 & 68 Actuarial Valuation with USI Consulting Group, Incorporated (formerly Hildi, Inc.) for \$2,500 for the base year 2023 and \$1,150 for the projection year 2024.

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated March 8, 2023 by and between USI Consulting Group, Inc. (formerly Hildi Inc.) with offices located at 8000 Norman Center Drive, Suite 400, Bloomington, MN 55437 (hereinafter referred to as the "Consultant") and the City of Grand Rapids with offices located at 420 North Pokegama Avenue, Grand Rapids, MN 55744-2662 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so

granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Barb Baird
Director of Finance
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662

If to Consultant: USI Consulting Group, Inc.
8000 Norman Center Drive
Suite 400
Bloomington, MN 55437
Attn: Jill Urdahl, FSA
Practice Leader/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: City of Grand Rapids

Consultant: USI Consulting Group, Inc. (formerly Hildi Inc.)

By: _____
(Authorized Signature)

Barbara Baird

Name: _____
(Print or Type)

Finance Director

Title: _____
(Print or Type)

Date: _____

By:  _____
(Authorized Signature)

Name: Jill Urdahl

Title: Minnesota Practice Leader/Consulting Actuary

Date: March 8, 2023

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)

In Witness Whereof

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
USI Consulting Group, Inc. (formerly Hildi Inc.) Actuaries and Consultants	Consulting Actuaries	TBD	TBD
<p style="text-align: center;">Base Fees</p> <p style="text-align: center;">The approximate budget for consulting services is as follows:</p> <ul style="list-style-type: none"> • GASB 67&68 Actuarial Valuation (Base Year): \$2,500 • GASB 67&68 Actuarial Valuation (Projection Year): \$1,150 <p>These Base Actuarial Fees include the following:</p> <ul style="list-style-type: none"> • An Actuarial Report including all information required by GASB Statement 67&68 for the Relief Association pension plan. USICG will provide an electronic copy. • Availability via conference call to discuss the results and answer questions. • Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated. • Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports. <p>The term of the Agreement for Consulting Services is for the January 1, 2023 GASB 67&68 actuarial valuation and a roll-forward valuation for the following year. The Base Year valuation can be used for the plan (Relief Association) disclosure cycle ending December 31, 2022 and the plan sponsor (city) disclosure cycle ending December 31, 2023. The Projection Year report can be used for the Relief Association disclosure cycle ending December 31, 2023 and the City disclosure cycle ending December 31, 2024.</p> <p>All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation (if applicable). Additional charges may occur if there is out of scope work due to inaccurate or insufficient data provided by the Company, changes in funding or investment policy, changes to plan provisions, or proportionate share calculations.</p>			

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated March 8, 2023.

Company: City of Grand Rapids

Consultant: USI Consulting Group, Inc. (formerly Hildi Inc.)

(Authorized Signature)

(Authorized Signature)

(Date)

March 8, 2023
(Date)

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)

Certificate Of Completion

Envelope Id: 11FB8E9F5D744FC9914E0B2B73F4920D

Status: Delivered

Subject: Complete with DocuSign: Hildi.USI Consulting Contract Grand Rapids Fire Relief 1.1.2023.pdf

Source Envelope:

Document Pages: 6

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Lori Goble

AutoNav: Enabled

100 Summit Lake Drive, Suite 400

Envelope Stamping: Enabled

Valhalla, NY 10595

Time Zone: (UTC-06:00) Central Time (US & Canada)

lori.goble@usi.com

IP Address: 139.60.216.8

Record Tracking

Status: Original

Holder: Lori Goble

Location: DocuSign

3/8/2023 10:11:17 AM

lori.goble@usi.com

Signer Events**Signature****Timestamp**

Barbara Baird

Sent: 3/8/2023 10:13:41 AM

bbaird@ci.grand-rapids.mn.us

Viewed: 3/8/2023 10:20:30 AM

Finance Director

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact USI Insurance Services, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.pomer@usi.com

To advise USI Insurance Services, LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.pomer@usi.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from USI Insurance Services, LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.pomer@usi.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michael.pomer@usi.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify USI Insurance Services, LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by USI Insurance Services, LLC during the course of your relationship with USI Insurance Services, LLC.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 03-13-2023

AGENDA ITEM: Consider donating retired Library IT equipment to the Arrowhead Library System.

PREPARED BY: Will Richter

Background: The Library has (4) Krayon Kiosk tablets and (2) children's computers that have reached the end of their service life. The Library Director and IT Director recommend donating these items to the Arrowhead Library System who are willing to accept them 'as is' for possible refurbishment.

The items are:

Tablets: SN(s): DMQQD4RKG5VW; DMQQDE7HG5VW; DMQQD614G5VW;
F6QT904ZG5VW

Children's Computers: SN(s) 00196-231-290-618; 00219-077-967-221

REQUESTED COUNCIL ACTION:

Make a motion to authorize the library to donate retired IT equipment to the Arrowhead Library System.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 3-13-23

AGENDA ITEM: Consider a Memorandum of Understand (MOU) with the Patrol Union related to length of service credit for new hires.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

It is getting more challenging to hire great, qualified, patrol officers. One way to provide incentives is to give years of service credit so that experienced patrol officers are not starting at the bottom of the wage and FTO accrual schedule. The attached MOU modifies the current agreement providing one-year to one-year credit for work at other employment. Please note that there will be no back pay related to this MOU. Staff believe this will assist in recruiting new patrol officers.

REQUESTED COUNCIL ACTION:

Make a motion to approve an MOU with Law Enforcement Labor Services related to length of service credit for new employees.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter “City”) and Law Enforcement Labor Services, Inc. (Local No. 239) (hereafter “Union”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement (“CBA”) in effect January 1, 2023 until December 31, 2025; and

WHEREAS, the City has experienced unique attraction challenges in the Patrol Officer classification given a limited applicant pool; and

WHEREAS, the City has recently hired a Patrol Officer with prior mental health and correctional experience for whom the City seeks to provide accelerated wage placement and Flexible Time Off credit; and

NOW THEREFORE, the parties agree as follows:

1. Effective with the full execution of this Memorandum of Understanding, Article 11, Section 11.5 “Length of Service Credit for New Employees” of the CBA will be modified as follows:

Patrol Officers of the City who began employment with the City as an Employee after December 31, 2010 and prior to December 31, 2022, shall receive length of service credit for previous experience as a licensed full-time public law enforcement officer for the sole purpose of placement on the Employer’s wage schedule as a Patrol Officer as follows:

Table 1:

<u>Previous Experience</u>	<u>Length of Service Credit</u>
Less than 5 years	0
5 through 9 years	3rd year
10 or more years	4th year

The Length of Service Credit will continue to apply as an Employee moves through the wage steps, longevity pay will be based on the number of years with the City of Grand Rapids.

Patrol Officers of the City who begin employment with the City as an Employee after January 1, 2022, shall receive length of service credit for previous full-time experience in law enforcement, corrections and mental health profession at a one-year to one-year basis up to a maximum of 5 years. Longevity pay will be based on the number of years worked with the City of Grand Rapids. The Employee will also receive year for year credit, up to a maximum of five years, for placement in the Flexible Time Off table.

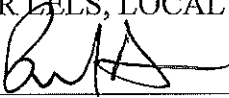
2. This Memorandum of Understanding shall be applied prospectively only. No employee shall be eligible for back wages, retroactive pay or retroactive accrual of Flexible Time Off or other benefits.
3. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

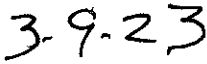
FOR THE CITY OF GRAND RAPIDS

Name

Date

FOR IELS, LOCAL NO. 239



Name

Date



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023

AGENDA ITEM: Consider adopting a resolution approving an operating transfer from the Capital Projects fund-Permanent Improvement Revolving Fund (PIR) to the Capital Projects Fund-Grand Rapids Arts & Culture Projects.

PREPARED BY: Barb Baird

BACKGROUND:

The Arts & Culture road map (GRMN Creates) was developed by the Arts & Culture Commission and was adopted into the City's Comprehensive Plan in the spring of 2015. At the September 11, 2017 City Council meeting, the City Council approved the Art Adopting and Acquisition Policy. The policy states that the City Council will fund public art by earmarking 1.5% of funding from public works programs.

The CP2003-18, 21st Street SW included the Arts & Culture funding at \$28,383 as part of the project costs and financing.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving an operating transfer from the Capital Projects fund-Permanent Improvement Revolving Fund (PIR) to the Capital Projects Fund-Grand Rapids Arts & Culture Projects in the amount of \$28,383, as of December 31, 2022.

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

RESOLUTION NO. 23-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-PERMANENT IMPROVEMENT REVOLVING FUND (PIR) TO THE CAPITAL PROJECT FUND-GRAND RAPIDS ARTS & CULTURE PROJECTS IN THE AMOUNT OF \$28,383 AS OF DECEMBER 31, 2022

WHEREAS, the arts and culture roadmap (GRMN Creates) was developed by the Arts and Culture Commission and was adopted into the City's Comprehensive Plan in the spring of 2015, and

WHEREAS, at the September 11, 2017 City Council meeting, the Council approved the Art Adoption and Acquisition Policy, and

WHEREAS, the policy states that the City of Grand Rapids will fund public art by earmarking 1.5% of funding from public works programs, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund-Permanent Improvement Revolving Fund (PIR) to the Grand Rapids Arts & Culture Projects in the amount of \$28,383, as of December 31, 2022.

Adopted this 13th day of March 2023.

Dale Christy, Mayor

Attest:

Kim Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023

AGENDA ITEM: Consider hiring Jamey Serich as IT Network Technician

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

On January 9, 2023, City Council directed staff to initiate the hiring process of an IT Network Technician. This position is a shared position between the City and Grand Rapids Public Utilities.

City staff have interviewed five (5) candidates and are recommending the hiring of Jamey Serich for the IT Network Technician position. Jamey was recently released from active duty with the United States Marine Corps and brings four (4) years of network experience. His first day of employment as a Network Technician will be March 20, 2023. Jamey's offer letter is attached for reference.

REQUESTED COUNCIL ACTION:

Make a motion to approve the hiring of Jamey Serich as IT Network Technician in accordance with the attached offer letter/agreement.



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

ADMINISTRATION DEPARTMENT

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

March 1, 2023

Mr. Jamey Serich
[REDACTED]

Dear Jamey,

Please consider this letter as a conditional offer of employment for the position of Network Technician for the City of Grand Rapids IT Department. Following is an outline of the terms and conditions of your pending employment. Your appointment to the position of Network Technician will be presented to the City Council at the Council Meeting held on Monday, March 13, 2023, and will be subject to a background check, driver's license check, and pre-employment drug screening.

Should you accept this conditional offer, your employment will begin on March 20, 2023, and your starting hourly salary will be \$30.59 per hour or \$63,617.88 annually. Upon completion of a six (6) month probationary period and satisfactory performance evaluation, the City of Grand Rapids will increase your salary to \$32.11 per hour or \$66,798.77 annually.

We have provided detailed information about your benefits, which you will find attached to this letter. The City of Grand Rapids provides 100% fully paid health, dental, and vision insurance for you and your dependents. Upon hire, 40 hours of flexible time off (FTO) will be placed into your FTO bank. You will also earn 4.62 hours of FTO per 80-hour pay period, or 15 days of FTO per year. There will be no restrictions on usage of FTO during your probationary period. Upon hire, 80 hours of extended medical benefit (EMB) will be placed into your EMB bank. In addition to this, you will earn 2.4616 hours of EMB per 80-hour pay period, or 8 days per year. You will also receive 12 ½ paid holidays per year, which are identified on the attached information.

- Please sign and return the Background Check Authorization and Authorization for Driver's License Check forms.
- You will need to stop by Northern Drug Screening located at 111 NE 10th Avenue in Grand Rapids, for a pre-employment drug screening. They are open Monday through Friday from 8:00 a.m. to 4:00 p.m. Please let them know you need a pre-employment drug screening for the City of Grand Rapids.

Jamey Serich
March 1, 2023
Page 2 of 2

- I will be scheduling some time for a meeting with you to discuss your transition to the City and look forward to talking with you.

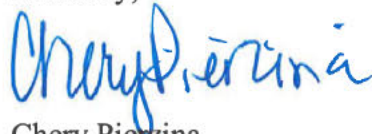
On behalf of the City of Grand Rapids - congratulations! We truly look forward to working with you. If you have any questions, feel free to give me a call at (218) 326-7606 or (218) 256-8747.

Your signature below will indicate your agreement with the terms and conditions of employment. Please return this letter no later than Monday, March 6, 2023, by noon.


Jamey Serich

03/01/23
Date

Sincerely,



Chery Pierzina
Human Resources Officer
(218) 256-8747 cell

cc: Personnel File
Payroll



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023

AGENDA ITEM: Consider appointing Andy Morgan to the position of Chief of Police

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

City leadership, as well as two members of the City Council, conducted interviews for the Chief of Police position on Thursday, March 9, 2023. The hiring committee for this position recommend appointing Andy Morgan to the position of Chief of Police.

Andy Morgan began his career as a City of Grand Rapids Patrol Officer in October 2001. He moved to our community as a new officer expecting to gain experience in law enforcement. Andy has served in various positions within the Police Department, most recently being appointed as one of the City's Captain's in 2021. Andy has a master's degree in Criminal Justice. He's built a career, a family, and been serving this community for 22 years with honor and integrity. Andy is a true leader and is extremely dedicated to the City and our community. Andy will be an excellent Chief of Police.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Andy Morgan to the position of Chief of Police effective May 1, 2023, with an annual salary of \$107,000.00, a six-month probationary period, and the ability to have 60-calendar days after his anniversary date to bring his FTO to the maximum allowed until he no longer works for the City.



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

ADMINISTRATION DEPARTMENT

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

March 8, 2023

Ms. Amanda Mitchell
1031 Gary Street
Calumet, MN 55716

Dear Amanda,

Please consider this letter as a conditional offer of employment for the position of Administrative Assistant for the City of Grand Rapids Police Department. Following is an outline of the terms and conditions of your pending employment. Your appointment to the position of Administrative Assistant will be presented to the City Council at the Council Meeting held on Monday, March 13, 2023, and will be subject to a background check, driver's license check, and pre-employment drug screening.

Should you accept this conditional offer, the starting date of your employment will be March 27, 2023, and your starting hourly salary will be \$22.11. The position of Administrative Assistant is part of our Clerical Bargaining Agreement, and a copy of this Agreement is attached to this letter.

- Please sign and return the Background Check Authorization and Authorization for Driver's License Check forms.
- You will need to stop by Northern Drug Screening located at 111 NE 10th Avenue in Grand Rapids, for a pre-employment drug screening. They are open Monday through Friday from 8:00 a.m. to 4:00 p.m. Please let them know you need a pre-employment drug screening for the City of Grand Rapids.
- I will be scheduling some time for a meeting with you to discuss your transition to the City and look forward to talking with you. Detailed information about your benefits and City policies are attached and additional information will be provided to you during this meeting.

age 2 of 2

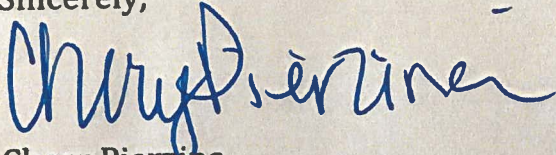
On behalf of the City of Grand Rapids, welcome and congratulations! We look forward to working with you.

If you have any questions, feel free to give me a call at (218) 326-7606 or (218) 256-8747.

Please sign below to indicate agreement with the terms and conditions of employment.

Amberla Mitchell 3-10-23
Amberla Mitchell Date

Sincerely,



Chery Pierzina
Human Resources Officer

cc: Personnel File
Payroll



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023

AGENDA ITEM: Consider hiring Amanda Mitchell as Administrative Assistant

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

In December, City Council directed staff to initiate the hiring process for Administrative Assistant for the Police Department.

City staff interviewed ten (10) candidates. Seven (7) candidates were invited back for a 2nd interview. The qualifications and credentials of these candidates was very impressive and after deliberation, we are recommending the hiring of Amanda Mitchell for the Administrative Assistant position with the Police Department. Amanda's offer letter is attached for reference. Amanda brings considerable administrative experience. She is proficient in transcription and has many other qualities we believe will be a great fit for the Police Department. If approved, her first day of employment as an Administrative Assistant for the Police Department will be March 27, 2023.

REQUESTED COUNCIL ACTION:

Make a motion to approve the hiring of Amanda Mitchell as Administrative Assistant in accordance with the attached offer letter/agreement.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 13, 2023

AGENDA ITEM: Consider appointing members to the Civic Center Advisory Board

PREPARED BY: Kimberly Gibeau

BACKGROUND:

On February 13, 2023, the City Council established the Civic Center Advisory Board and appointed Councilor Sutherland to serve as Council Representative. Staff was advised to begin the process of filling the seats on the Board, consisting of one member representative from each of the following demographics:

- Grand Rapids Amateur Hockey Association
- Star of the North Skating Club
- Independent School District 318
- At Large Community Member

Based on the ordinance, independent organizations will have the authority to appoint members as representatives on the Board and the Council will appoint Council representative each year and the 'at large member' for the community.

Current recommended appointments consist of Andrew Haarklau – GRAHA, Shannon Wourms – Star of the North, Mark Schroeder-ISD 318 and Jeremy Carlson- At Large Community Member.

REQUESTED COUNCIL ACTION:

Make a motion to appoint members to the Civic Center Advisory Board.