



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

CITY COUNCIL MEETING AGENDA
Monday, September 23, 2024
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, September 23, 2024 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, September 9, 2023 Regular meeting and Monday, September 16, 2024 Budget meeting.

VERIFIED CLAIMS:

2. Approve the verified claims for the period September 4, 2024 to September 16, 2024 in the total amount of \$11,444,732.37, which includes debt service payments of \$10,169,614.58.

CONSENT AGENDA:

3. Consider approving amendment 1 with the IRRR for AP 2023-4, Hangar Utilities.
4. Consider adopting a resolution to authorize an operating transfer from the Special Revenue Fund-Civic Center Fund to the Debt Service Fund-Taxable GO Temporary Bonds, Series 2022A.
5. Consider updates to PERA Membership Plan for Rental Inspector/Firefighter position.
6. Adopt a Resolution Accepting an FAA Grant in the amount of \$224,280 for Phase 1 of the Taxiway Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.
7. Consider approving additional work in the amount of \$463.50 for the Rain Garden Planting Project
8. Consider Election Judge Appointment

9. Authorize staff to obtain two quotes to replace the scoreboard in the McDonald Venue at Yanmar Arena.
10. Consider adopting a resolution accepting a \$114,788.00 grant from the Minnesota Department of Public Safety for a DWI/traffic safety officer and authorize execution of the grant agreement.
11. Consider adopting a resolution accepting a \$43,500.00 grant from the Minnesota Department of Public Safety for a towards zero death grant and authorize execution of the grant agreement.
12. Consider entering into a Cleaning Services Agreement with Northwoods Cleaning Company at Yanmar Arena.
13. Consider adopting a resolution authorizing designated signers as City Administrator, Finance Director and Assistant Finance Director for the Woodland Bank account.
14. Consider awarding a contract to Casper Construction for the SE 7th Avenue storm pond revitalization.
15. Consider approval of Naming Rights and Sponsor Agreements with Yanmar, Paul Bunyan, and Grand Itasca

SET REGULAR AGENDA:

ADMINISTRATION:

16. Consider appointment of Brooks Bachmann and Brevon Lesner to the positions of Police Officer with the Grand Rapids Police Department.

CIVIC CENTER & PARKS:

17. Consider entering into a Fireworks Display Agreement with Premier Pyrotechnics, Inc. for a Fireworks Show to take place on July 4, 2025.

FINANCE:

18. Consider approving a resolution adopting the 2024 proposed levy/collectable 2025.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 14, 2024 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: Aurimy Groom, Administrative Assistant



CITY OF
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CITY COUNCIL MEETING MINUTES
Monday, September 09, 2024
5:00 PM

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

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

STAFF: Tom Pagel, Chad Sterle, Andy Morgan, Barb Baird, Chery Pierzina, Jeremy Nelson

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly shared a letter submitted by a resident expressing appreciation for the beautiful flowers and general care taken with the downtown area. Mayor Connelly also acknowledged Grand Rapids Riverfest event and partnerships that make it a success.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor Adams acknowledges Public Works for support provided for the Riverfest event.

Councilor Blake acknowledge the late Mike Ives for his contributions to the community.

Mayor Connelly notes that the public can now provide comment on the proposed Climate Action Plan through September 16, 2024 by going to the City website. Mayor Connelly also provided an overview of Visit Grand Rapids annual update.

APPROVAL OF MINUTES:

1. Consider approval of minutes from the August 26th, 2024 regular meeting.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period August 20, 2024 to September 3, 2024 in the total amount of \$1,703,759.75.

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

CONSENT AGENDA:

3. Consider accepting the resignation of Kerry Clausen from the Police Community Advisory Board
4. Consider accepting the resignation of Amanda Lussier from the Human Rights Commission
5. Consider purchasing rubber flooring from Arena Warehouse to be installed at Yanmar Arena.
6. Consider approval of a new contract between the City of Grand Rapids and Tom Pagel, City Administrator
7. Consider approving change order for Yanmar Arena Project
8. Consider authorizing quote and awarding a contract for the roof repair at Central School.

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

SET REGULAR AGENDA:

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

ADMINISTRATION:

9. Consider accepting the resignation from Sean Smallen from his position as Patrol Officer with the GRPD and authorize Human Resources to post, interview and hire for the open position of Police Officer

Motion made by Councilor Adams, Second by Councilor Blake to accept the resignation of Sean Smallen from the Police Department and authorize staff to begin the process of filling the vacancy. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

POLICE:

10. Consider approving donation from Itasca County K-9 Fundraiser

Motion made by Councilor Adams, Second by Councilor Sutherland to **adopt Resolution 24-77**, accepting 2024 K9 Fundraiser event donations. Voting Yea: Mayor Connelly, Councilor

Adams, Councilor Sutherland, Councilor Blake

- 11. Consider adopting a resolution accepting a donation from the local American Legion, Eagles, Eagles Auxiliary, VFW Auxiliary.

Motion made by Councilor Sutherland, Second by Councilor Adams to **adopt Resolution 24-78**, accepting donations from noted contributors. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

- 12. Consider adopting a resolution accepting the donations from McDonalds, Culvers, and Barnabas 22 LLC that supported 2024 Area Safety Camp hosted by Grand Rapids Police Department.

Motion made by Councilor Blake, Second by Councilor Sutherland to **adopt Resolution 24-79**, accepting donations for 2024 Safety Camp. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

- 13. Consider adopting a resolution accepting donation from Sydney Gray.

Motion made by Councilor Adams, Second by Councilor Blake to **adopt Resolution 24-80**, accepting donation from Sydney Gray. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

- 14. Consider approving the purchase of five (5) PepperBall VKS Bundles and associated accessories not to exceed \$11,000 and authorizing the police department to sell / transfer five (5) 12ga less-lethal shotguns.

Motion made by Councilor Blake, Second by Councilor Adams approving purchase of PepperBall VKS bundles plus accessories, not to exceed \$11,000 and authorize sell/transfer of five 12 gauge less-lethal shotguns. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

There being no further business, the meeting adjourned at 5:25 PM.

Respectfully submitted:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk



CITY OF
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**CITY COUNCIL SPECIAL BUDGET MEETING
MINUTES
Monday, September 16, 2024
4:30 PM**

Mayor Connelly called the meeting to order at 4:31 PM.

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

STAFF: Tom Pagel, Barb Baird, Andy Morgan, Dale Anderson, Laura Pfeifer, Chery Pierzina, Travis Cole, Jon Peterson, Rob Mattei, Matt Wegwerth, Will Richter, Erik Scott

BUSINESS:

1. Review preliminary 2025 Budget

Mr. Pagel reviewed overall proposed budget including various options for setting the 2025 Levy. Following discussion, staff are directed to present Option 1 for the preliminary levy at the September 23, 2024 Council meeting for consideration.

There being no further business, the meeting adjourned at 4:54 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 09/19/2024
 TIME: 12:49:55
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/23/2024

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
0308525	CHOICE UNLIMITED	1,000.00
1903342	WILLIAM J SCHWARTZ & SON'S INC	28,250.00
TOTAL CITY WIDE		29,250.00
ADMINISTRATION		
0421725	DUTCH ROOM INC	260.65
1301020	MADDEN GALANTER HANSEN, LLP	2,172.49
TOTAL ADMINISTRATION		2,433.14
BUILDING SAFETY DIVISION		
0118100	VESTIS GROUP, INC	73.29
0401804	DAVIS OIL INC	34.82
0920060	ITASCA COUNTY TREASURER	2,072.02
1415595	NORTHWOODS CLEANING COMPANY	4,460.00
TOTAL BUILDING SAFETY DIVISION		6,640.13
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	133.96
TOTAL COMMUNITY DEVELOPMENT		133.96
COUNCIL/COMMISSION/BOARDS		
0301638	TIM CARDA	3,120.00
0315455	COLE HARDWARE INC	74.48
1201730	LATVALA LUMBER COMPANY INC.	115.94
1205250	LEFTYS TENT & PARTY RENTAL	2,361.18
1415544	NORTHLAND PORTABLES	3,517.00
2000522	TNT CONSTRUCTION GROUP, LLC	3,160.00
TOTAL COUNCIL/COMMISSION/BOARDS		12,348.60
FINANCE		
0405450	DELUXE	242.57
0718060	GRAND RAPIDS HERALD REVIEW	149.72
1805195	REDPATH AND COMPANY, LLC	88.00
TOTAL FINANCE		480.29

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INVOICES DUE ON/BEFORE 09/23/2024

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0100010	5 STAR PEST CONTROL &	550.00
0118100	VESTIS GROUP, INC	58.81
0701650	GARTNER REFRIGERATION CO	1,680.00
0920060	ITASCA COUNTY TREASURER	63.21
1200500	L&M SUPPLY	12.81
1321527	MUNICIPAL EMERGENCY SERVICES	89.34
1415484	NORTHERN LIGHTS TRUCK	742.08
1801615	RAPIDS WELDING SUPPLY INC	37.57
1901535	SANDSTROM'S INC	303.06
2609350	ZIEGLER INC	1,767.88
	TOTAL FIRE	5,304.76
PUBLIC WORKS		
0103325	ACHESON TIRE INC	25.00
0221650	BURGGRAF'S ACE HARDWARE	23.95
0300055	CSMN PAINTING, LLC	1,950.00
0301685	CARQUEST AUTO PARTS	67.80
0315455	COLE HARDWARE INC	308.25
0401804	DAVIS OIL INC	1,460.80
0501650	EARL F ANDERSEN	277.05
0601690	FASTENAL COMPANY	1,469.91
0801825	HAWKINSON CONSTRUCTION CO INC	15,808.80
0801836	HAWKINSON SAND & GRAVEL	199.13
0920060	ITASCA COUNTY TREASURER	1,861.76
1200500	L&M SUPPLY	474.90
1309090	SUPERONE FOODS NORTH	38.87
1309332	MN STATE RETIREMENT SYSTEM	2,103.70
1415030	NAPA SUPPLY OF GRAND RAPIDS	23.69
1415544	NORTHLAND PORTABLES	2,226.00
1415545	NORTHLAND LAWN & SPORT, LLC	3,676.77
1421155	NUCH'S IN THE CORNER	26.00
1421700	NUSS TRUCK GROUP INC	555.00
1801232	RADKO IRON & SUPPLY INC	66.90
1900225	SEH	191.25
1920555	STOKES PRINTING & OFFICE	17.36
2000522	TNT CONSTRUCTION GROUP, LLC	10,392.50
2018560	TROUT ENTERPRISES INC	1,858.00
2501525	YANMAR COMPACT EQUIPMENT NORTH	2,738.40
T001419	218 TREE SERVICE LLC	4,665.00
	TOTAL PUBLIC WORKS	52,506.79
FLEET MAINTENANCE		

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INVOICES DUE ON/BEFORE 09/23/2024

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	86.38
0914200	INDUSTRIAL LUBRICANT COMPANY	1,010.20
0920060	ITASCA COUNTY TREASURER	102.59
1415030	NAPA SUPPLY OF GRAND RAPIDS	6.18
1500700	OSI ENVIRONMENTAL BR 50	100.00
1920555	STOKES PRINTING & OFFICE	25.97
2300765	W.W. WALLWORK INC	215.78
	TOTAL FLEET MAINTENANCE	1,547.10
POLICE		
0218350	BRIER CLOTHING	24.00
0301685	CARQUEST AUTO PARTS	388.68
0421725	DUTCH ROOM INC	234.36
0718060	GRAND RAPIDS HERALD REVIEW	820.00
0920060	ITASCA COUNTY TREASURER	3,632.43
1920150	STATT LLC	700.00
1920236	STELLAR MEDICAL & EQUIPMENT	516.00
	TOTAL POLICE	6,315.47
RECREATION		
0118230	ARENA WAREHOUSE, LLC	450.00
0221650	BURGGRAF'S ACE HARDWARE	153.55
1920555	STOKES PRINTING & OFFICE	34.73
	TOTAL RECREATION	638.28
CENTRAL SCHOOL		
0221650	BURGGRAF'S ACE HARDWARE	78.94
0718010	CITY OF GRAND RAPIDS	4,625.01
1801555	RAPID PEST CONTROL INC	70.00
	TOTAL	4,773.95
AIRPORT		
0112100	ALAMO GROUP COMPANY	586.90
0315455	COLE HARDWARE INC	231.94
0920060	ITASCA COUNTY TREASURER	51.53
1805195	REDPATH AND COMPANY, LLC	63.00

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INVOICES DUE ON/BEFORE 09/23/2024

VENDOR #	NAME	AMOUNT DUE

AIRPORT		
	TOTAL	933.37
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118230	ARENA WAREHOUSE, LLC	2,658.86
0805640	HERC-U-LIFT INC	152.00
1415595	NORTHWOODS CLEANING COMPANY	880.00
1801610	RAPIDS PLUMBING & HEATING INC	161.50
	TOTAL GENERAL ADMINISTRATION	3,852.36
STATE HAZ-MAT RESPONSE TEAM		
0920060	ITASCA COUNTY TREASURER	52.67
1805195	REDPATH AND COMPANY, LLC	45.00
	TOTAL	97.67
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	89.98
0315455	COLE HARDWARE INC	179.99
0920060	ITASCA COUNTY TREASURER	52.67
1200500	L&M SUPPLY	54.96
1415545	NORTHLAND LAWN & SPORT, LLC	130.68
1415590	NORTHWEST GAS	3,598.00
	TOTAL	4,106.28
DOMESTIC ANIMAL CONTROL FAC		
0315455	COLE HARDWARE INC	10.58
0920060	ITASCA COUNTY TREASURER	201.29
	TOTAL	211.87
TXB GO TEMP BONDS 2022A		
2100265	U.S. BANK	10,158,333.33
	TOTAL	10,158,333.33

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INVOICES DUE ON/BEFORE 09/23/2024

VENDOR #	NAME	AMOUNT DUE

GO STATE-AID BONDS 2012B		
0315515	COMPUTERSHARE TRUST CO, NA	11,281.25
	TOTAL	11,281.25
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1612745	PLUM CATALYST LLC, THE	20,000.00
	TOTAL MAY MOBILITY	20,000.00
GR/COHASSET IND PK INFRAST		
1805195	REDPATH AND COMPANY, LLC	2,316.00
	TOTAL	2,316.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
0421480	DTM FLEET SERVICE LLC	4,543.79
1321527	MUNICIPAL EMERGENCY SERVICES	26,118.37
	TOTAL CAPITAL OUTLAY-POLICE	30,662.16
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-1 N BLDG TAXILANE REHB		
1805195	REDPATH AND COMPANY, LLC	380.00
1900225	SEH	11,360.00
	TOTAL AP 2023-1 N BLDG TAXILANE REHB	11,740.00
YANMAR ARENA CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0801670	HART ELECTRIC OF NORTHERN MN	2,923.82
1618570	PRO-MAX MACHINE, LLC	12,000.00
	TOTAL IRA CIVIC CENTER RENOVATION	14,923.82
2022 INFRASTRUCTURE/ARPA		
FOREST LK UTILITY EXTENSIONS		
1805195	REDPATH AND COMPANY, LLC	1,108.00

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 09/23/2024

VENDOR #	NAME	AMOUNT DUE

2022	INFRASTRUCTURE/ARPA FOREST LK UTILITY EXTENSIONS	
	TOTAL FOREST LK UTILITY EXTENSIONS	1,108.00
2024	INFRASTRUCTURE BONDS CP2010-1 3RD AVE NE RECON	
	0218115 BRAUN INTERTEC CORPORATION	120.00
	1900225 SEH	85,683.00
	2000522 TNT CONSTRUCTION GROUP, LLC	376,333.47
	TOTAL CP2010-1 3RD AVE NE RECON	462,136.47
STORM WATER UTILITY		
	0212554 BLOOMERS GARDEN & LANDSCAPING	25,595.00
	0301685 CARQUEST AUTO PARTS	68.42
	0315455 COLE HARDWARE INC	41.27
	0401804 DAVIS OIL INC	532.40
	0801825 HAWKINSON CONSTRUCTION CO INC	4,465.44
	0907850 INFINITY GRAPHIX & DESIGNS	114.00
	0920060 ITASCA COUNTY TREASURER	470.83
	1200500 L&M SUPPLY	128.23
	1303039 MCCOY CONSTRUCTION & FORESTRY	136.91
	1621125 PUBLIC UTILITIES COMMISSION	2,200.00
	2000522 TNT CONSTRUCTION GROUP, LLC	5,500.00
	2018560 TROUT ENTERPRISES INC	315.00
	2300763 WW THOMPSON CONCRETE PRODUCTS	218.60
	T001264 LEA FRIESEN	752.50
	TOTAL	40,538.60
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$10,884,613.65
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
	0113105 AMAZON CAPITAL SERVICES	565.90
	0201354 B. BAIRD-PETTY CASH FUND	8.20
	0205640 LEAGUE OF MN CITIES INS TRUST	522.12
	0305530 CENTURYLINK QC	259.00
	0514730 ENTERPRISE FM TRUST	27,487.45
	0605191 FIDELITY SECURITY LIFE	99.64
	0718015 GRAND RAPIDS CITY PAYROLL	320,353.17
	0718070 GRAND RAPIDS STATE BANK	65.00
	0900060 ICTV	9,616.42
	1215250 LOFFLER COMPANIES INC	672.34
	1301145 MARCO TECHNOLOGIES, LLC	333.81

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 09/23/2024

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1309098	MINNESOTA MN IT SERVICES	460.71
1309199	MINNESOTA ENERGY RESOURCES	161.89
1309265	MN DEPT OF LABOR & INDUSTRY	180.00
1309332	MN STATE RETIREMENT SYSTEM	2,070.00
1516220	OPERATING ENGINEERS LOCAL #49	125,762.00
1721095	QUADIENT, INC	1,000.00
2100265	U.S. BANK	500.00
2114373	UNITED STATES POSTMASTER	1,510.88
2209705	VISIT GRAND RAPIDS INC	65,328.08
2301700	WM CORPORATE SERVICES, INC	3,047.47
2305300	MATTHEW WEGWERTH	14.64
T000933	ROWE FUNERAL HOME	100.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$560,118.72
TOTAL ALL DEPARTMENTS		\$11,444,732.37



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

AGENDA ITEM: Consider approving amendment 1 with the IRRR for AP 2023-4, Hangar Utilities.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The original Grant Agreement expiration date was for September 30, 2024 due to unforeseen delays the expiration date has been changed to December 31, 2025. Attached is Amendment 1 with the updated expiration date.

REQUESTED COUNCIL ACTION:

Make a motion to approve amendment 1 with the IRRR for AP 2023-4, Hangar Utilities.

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT Amendment # 1**

Item 3.

PO ID 3000009329	PO Date December 22, 2022		Fiscal Year 2023	Grant Award \$264,000.00
Vendor ID 0000195352	Fund 2370	Fin Dept ID B4335340	Approp ID B43TCPJ	Account 441352

Grant Contract Agreement Start Date: December 30, 2022	Total Grant Contract Agreement Amount: \$264,000.00
Original Grant Contract Agreement Expiration Date: September 30, 2024	Original Grant Contract Agreement Amount: \$264,000.00
Current Grant Contract Agreement Expiration Date: September 30, 2024	Previous Amendment(s) Total: \$0.00
Requested Contract Expiration Date: December 31, 2025	This Amendment: \$0.00

This amendment is by and between the State of Minnesota, through its Commissioner of Department of Iron Range Resources and Rehabilitation and Grand Rapids City of - 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 (“Grantee”).

Recitals

1. Under Minn. Stat. § 298.22, subd.13, Taconite Environmental Protection Fund (Minn. Stat. § 298.223) and Douglas J. Johnson Economic Protection Trust Fund (Minn. Stat. § 298.292, subd. 1 and Minn. Stat. § 298.296, subd. 2(c)) and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 23-010 ,the State is empowered to enter into this grant contract agreement.
2. The project has seen delays due to rising construction costs and interest rates. Airport staff are working diligently to attract a new developer to construct a building in 2025.
3. The State and the Grantee are willing to amend the Original Grant Contract Agreement, as stated below.

Grant Contract Agreement Amendment

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

1.1 **Effective date:** December 30, 2022, or the date the State obtains all required signatures under Minn. Stat. Sec. 16B.98, Subd. 5, whichever is later. Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. **The Grantee must not begin work under this grant contract until this grant contract agreement is fully executed and the Grantee has been notified by the State’s Authorized Representative to begin the work.**

1.2 **Expiration date:** ~~September 30, 2024~~ December 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

1. STATE ENCUMBRANCE VERIFICATION:

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

Item 3.

By: Bob Scuffy
Title: Accounting Director
Date: September 11, 2024

2. GRANTEE:

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

By:
Title:
Date:

By:
Title:
Date:

3. STATE AGENCY:

By: Ida Rukavina
Title: Commissioner
Date: September 12, 2024



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

AGENDA ITEM: Consider adopting a resolution to authorize an operating transfer from the Special Revenue Fund-Civic Center Fund to the Debt Service Fund-Taxable GO Temporary Bonds, Series 2022A.

PREPARED BY: Barb Baird

BACKGROUND:

On December 5, 2022, the Grand Rapids City Council approved awarding \$10,000,000 Taxable GO Temporary Bonds, Series 2022A for the Center Capital Project. The interest payment was paid out of the Debt Service Fund and are now requesting to transfer from the Civic Center fund. State bonding allows for the debt service payment from ice fees from the Civic Center fund.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution to authorize an operating transfer from the Special Revenue Fund-Civic Center Fund to the Debt Service Fund-Taxable GO Temporary Bonds, Series 2022A in the amount of \$113,274 for the bond interest payment as of June 30, 2024.

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

RESOLUTION NO. 24-

A RESOLUTION TO AUTHORIZE THE FOLLOWING OPERATING TRANSFER FROM THE SPECIAL REVENUE FUND-CIVIC CENTER TO THE DEBT SERVICE FUND-TAXABLE GO TEMPORARY BONDS, SERIES 2022A IN THE AMOUNT OF \$113,274 FOR THE BOND INTEREST PAYMENT AS OF JUNE 30, 2024

WHEREAS, on December 5, 2022, the Grand Rapids City Council approved to award the \$10,000,000 Taxable GO Temporary Bonds, Series 2022 for the Civic Center Capital Project, and,

WHEREAS, State bonding allows for debt payments from ice fees from the Civic Center fund, and

WHEREAS, the Interest payment was paid out of the Debt Service Fund, and are now requesting to transfer from the Civic Center Fund as follows;

\$113,274 from the Special Revenue Fund-Civic Center to the Debt Service Fund-Taxable GO Temporary Bonds, Series 2022A

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the following operating transfer from the Civic Center Fund to the Taxable GO Temporary Bonds in the amount of \$113,274 for the bond interest payment as of June 30, 2024.

Adopted this 23rd day of September 2024.

Tasha Connelly, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

AGENDA ITEM: Consider updates to PERA Membership Plan for Rental Inspector/Firefighter position.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

In April 2021, the City Council revised the Rental Inspector/Firefighter job description. Based on the position duties, and PERA pension eligibility requirements, employees filling the role of Rental Inspector/Firefighter were enrolled in the PERA Coordinated Plan.

For this specific position to qualify for participation in the PERA Police & Fire (P&F) Plan, the Rental Inspector/Firefighter position must meet the definition of a “firefighter” as defined by statute. Recent legislative changes expanded the definition of full-time firefighter for PERA Police & Fire (P&F) Plan eligibility. By statute, the expanded definition of full-time firefighters now includes full-time positions that are **engaged in the hazards of, or exposed to hazardous conditions, resulting from firefighting or fire prevention, suppression, or investigation**. Also, to be considered a firefighter, full-time employees must be employed in a fire department, required by the employer to be (and are currently licensed by) the Board of Firefighter Training and Education under Minn. Statute §299N.05, and assigned less than 50% of the time to perform employment duties that are not within the scope of full-time firefighter duties in the same department.

With this legislative change, the expanded definition of full-time firefighter by statute, and the position description, our labor attorney reviewed and supported the Rental Inspector/Firefighter eligibility requirements and enrollment in the PERA Police & Fire (P&F) Plan.

Ultimately, determinations about eligibility for, and administration of, PERA plans fall within the authority of PERA. Our question regarding eligibility was also provided to the PERA Casework & Eligibility Team, which advises which pension plan a position’s eligibility would fall under. After reviewing the information, the PERA Casework & Eligibility Coordinator indicated that based on the legislative changes mentioned above, and the job description, the position of Rental Inspector/Firefighter meets the requirements for PERA Police and Fire (P&F) Plan eligibility.

REQUESTED COUNCIL ACTION:

Make a motion to update the PERA pension membership plan for the Rental Inspector/Firefighter position from the PERA Coordinated Plan to the PERA Police & Fire (P&F) Plan retroactive to the payroll beginning May 26, 2024.

City of Grand Rapids Job Description

Job Title: Rental Inspector/Firefighter

Department: Fire

FLSA Status: Non-Exempt

Approved By: City Council

Approved Date: April 26, 2021

Summary: There are two main functions for this position, rental housing inspections and responding to emergency calls. This position will enforce local codes on all rental housing properties in Grand Rapids and have thorough knowledge of state and local codes.

All employees are expected to contribute to the success of our City by demonstrating the shared expectations: Customer Focus, Flexibility, Initiative, Results Orientation, Public Stewardship, Teamwork, and Integrity.

Work is performed under the general direction of the Fire Chief and/or City Building Official

Essential Duties and Responsibilities:

The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

- Conducts fire and life safety inspections on all rental housing properties and commercial buildings within the City of Grand Rapids; identify violations to determine code compliance.
- Maintains records of rental housing inspection activity. Prepares reports, forms and all other documentation as required.
- Must schedule and maintain rental housing inspection activity.
- Conducts follow-up on rental inspections, or other ordinance violations to ensure appropriate corrective action has been taken.
- Explains, interprets and provides guidance regarding all applicable codes within area of responsibility to property owners, tenants, and other interested parties.
- Assist the Building Safety Division in reviewing plans, construction documents, and inspections to ensure these meet fire codes, city ordinances, and state and federal codes.

- Works in cooperation with other city departments regarding permitting of applications and resolving associated issues.
- Issues citations as justified and testifies in court when required. Works with City Attorney's Office in preparing evidence for court proceedings relating to rental housing code enforcement.
- Assists in administering the registration permitting functions, including application processing, fee assessment and rental registration permit issuance.
- Develops and updates forms and informational handouts.
- Performs fire suppression duties, interior and/or exterior, rescue extrication according to the tactics and strategies of the Line Officer on the fire ground.
- Actively participates with the Chemical Assessment Team in training drills and incident response.
- Performs duties as assigned by officers in relation to apparatus, equipment, building and grounds maintenance of the Grand Rapids Fire Department.
- Attend and actively participate in all required fire department and outside trainings, to maintain and improve knowledge, skills and abilities.
- Performs other duties and assumes other responsibilities as are apparent or delegated.

Knowledge, Skills, Abilities and Competencies Required: The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

Administrative Abilities

- **Communication:** Able to convey a message to get a point across; communicates in a clear and concise manner; able to write clearly and succinctly; tailors message to a variety of communication settings and styles.
- **Attention to Detail:** Able to find errors in work and solve problems; anticipates issues and performs at a high level of accuracy; sets up systems to ensure errors are not repeated.
- **Accountability:** Follows through on commitments; focuses on appropriate tasks throughout the work day; takes responsibilities for actions both as an individual and on behalf of the City; has good ethics; follows all policies and procedures; maintains confidentiality; is prepared and punctual.

- **Organization:** Ability to coordinate several activities, responsibilities, and tasks simultaneously in a polite and professional manner; prioritizes what needs to get done; keeps things neat and orderly; utilizes tools for efficiency; factors several considerations when planning; establishes methods to ensure routine tasks are completed.
- **Composure:** Exhibits self-confidence and asserts self appropriately to advocate a point of view; is cool under pressure; can be counted on to hold things together during tough times; can handle stress; maintains balance even when unexpected circumstances arise; able to identify and manage crisis situations; faces adversity head on; energized by tough challenges.

Working Conditions

- Work involves frequent inspections and working with tenants and landlords
- Work involves calls to emergency situations as a firefighter/operator/officer/or command

Required Education and/or Experience:

- High school diploma or equivalent
- Must be at least 18 years of age.
- Possession of a valid, unrestricted Minnesota driver's license.
- Three or more years of fire department or work related experience.
- Certification of Firefighter I, and Hazmat Ops by the MFSCB
- Minnesota Firefighter License or the ability to obtain within one year from date of hire
- Certification at Fire Inspector I level by MFSCB or ability to obtain within 18 months from date of hire
- Haz-Mat Technician Level Certification within one (1) years of hire.
- Must obtain building official limited certification within two (2) years of hire.
- Must obtain Fire Fighter II within one (1) years of hire.

***All requirements subject to Fire Chief's discretion.**

TOOLS AND EQUIPMENT USED

- Fire apparatus, fire pumps, hoses, ladders and other standard firefighter equipment.
- Office equipment such as personal computer, copier, telephone, fax machine, calculator, etc.
- Miscellaneous equipment such as hand held radio, pager, and First Aid equipment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; talk or hear; stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicles and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock and vibration.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

AGENDA ITEM: Adopt a Resolution Accepting an FAA Grant in the amount of \$224,280 for Phase 1 of the Taxiway Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

PREPARED BY: Matt Wegwerth

BACKGROUND:

This project includes the design of Phase 1 of the taxiway reconstruction project and updating the Master Plan for Phase 2. The FAA will be covering 90% of the project costs, the State of Minnesota will cover 5% and the local share is 5%. The local share is split with the County 50/50, which equals a City amount of \$7,500.

This is a budgeted project for 2024.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting an FAA Grant in the amount of \$224,280 for design of Phase 1 of the Taxiway Reconstruction Project and updating the Master Plan for Phase 2 at the Grand Rapids/Itasca County Airport and authorize the Mayor to execute.

3-27-0037-030-2024



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota

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

August 22, 2024

Mr. Matt Wegwerth
City Engineer
420 N Pokegama Ave
Grand Rapids, MN 55744

Dear Matt Wegwerth:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. **3-27-0037-030-2024** at Grand Rapids/Itasca County-Gordon Newstrom Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses**

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

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

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

FAA Contact Information. Jeremy McLeod, (701) 323-7381, Alvin.J.McLeod@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,



E. Lindsay Terry
Manager



U.S. Department of Transportation Federal Aviation Administration

FY 2024 AIRPORT INFRASTRUCTURE GRANT GRANT AGREEMENT Part I - Offer

Table with 2 columns: Field Name and Value. Fields include Federal Award Offer Date, Airport/Planning Area, Airport Infrastructure Grant Number, and Unique Entity Identifier.

TO: County of Itasca and City of Grand Rapids (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Minnesota.

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 16, 2024, for a grant of Federal funds for a project at or associated with the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, which is included as part of this Grant Agreement; and

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

Reconstruct Taxiway A South Portion-Phase 1: Design, Update Master Plan for Taxiway A to meet standards on North Portion

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption

and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$224,280.**

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

\$0 for planning

\$224,280 for airport development or noise program implementation; and,

\$0 for land acquisition.

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

a. **Period of Performance:**

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

b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does

not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 16, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

19. **Audits for Sponsors.**

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

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

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

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended {22 U.S.C. § 7104(g)}, and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:

- a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 04, 2014, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.

1. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. **Remedy and Enforcement Authority.**
1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

29. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
30. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
31. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
32. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available at any time during calendar year 2022 to not prohibit or restrict the sale or self-fueling of such aviation gasoline. This requirement remains until the earlier of 2030 or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as deemed appropriate by the Administrator. The Sponsor understands and agrees that any violations are subject to civil penalties.
33. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

E. Lindsay Terry

(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

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

Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 16, 2024

County of Itasca and City of Grand Rapids

(Name of Sponsor)



Tasha Connelly (Sep 16, 2024 19:06 CDT)

(Signature of Sponsor's Authorized Official)

By: Tasha Connelly

(Typed Name of Sponsor's Authorized Official)

Title: Mayor of Grand Rapids

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Chad Sterle, acting as Attorney for the Sponsor do hereby certify:

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

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

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 16, 2024


By: Chad Sterle (Sep 16, 2024 19:42 CDT)
(Signature of Sponsor’s Attorney)

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

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Jacob Fauchald, acting as Attorney for the Sponsor do hereby certify:

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

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

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at September 17, 2024

By: Jacob Fauchald
(Signature of Sponsor’s Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

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

FOOTNOTES TO ASSURANCE (C)(1)

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- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The **(County of Itasca and City of Grand Rapids)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

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

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of August 16, 2024.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

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



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 9/16/2024

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

Sponsor: City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field

Project Number: 3-27-0037-030-2024

Description of Work: Update Airport Master Plan, Reconstruct Taxiway A

Application

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

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

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

Certification Statements

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

September 17, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: {{N_es_:signer6: fullname}}

Title of Sponsor's Authorized Official: Public Works Director / Ci

Signature of Sponsor's Authorized Official: 

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



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field

Project Number: 3-27-0037-030-2024

Description of Work: Update Airport Master Plan, Reconstruct Taxiway A

Application

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

Certification Statements

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

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

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

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

Yes No N/A

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

a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and

c. Prepare and retain as-built plans (Order 5100.38)

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

September 17, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: {{N_es_:signer6: fullname}}

Title of Sponsor's Authorized Official: Public Works Director / Ci

Signature of Sponsor's Authorized Official: 

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids/Iatasca County-Gordon Newstrom Field

Project Number: 3-27-0037-030-2024

Description of Work: Update Airport Master Plan, Reconstruct Taxiway A

Application

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

Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
 a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
 a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR §200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR §200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

September 17, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: {{N_es_:signer6: fullname}}

Title of Sponsor's Authorized Official: Public Works Director / Ci

Signature of Sponsor's Authorized Official: 

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



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

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids/Iatasca County-Gordon Newstrom Field

Project Number: 3-27-0037-030-2024

Description of Work: Update Airport Master Plan, Reconstruct Taxiway A

Application

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

Certification Statements

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

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

Yes No N/A

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

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

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
- Yes No N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
- a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
- Yes No N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 - b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- Yes No N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
- Yes No N/A

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

Location 1

Name of Location: Grand Rapids-Itasca County Airport
Address: 1500 7th Avenue South East Grand Rapids MN 55744

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

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

Sponsor's Certification

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

September 17, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: {{N_es_:signer6: fullname}}

Title of Sponsor's Authorized Official: Public Works Director / Ci

Signature of Sponsor's Authorized Official: 

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



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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field

Project Number: 3-27-0037-030-2024

Description of Work: Update Airport Master Plan, Reconstruct Taxiway A

Application

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

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

Certification Statements

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

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- Only one qualified person/firm submits a responsive bid;
 - Award is to be made to other than the lowest responsible bidder; and
 - Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- Access to Records (§ 200.336)
 - Buy American Preferences (Title 49 U.S.C. § 50101)
 - Civil Rights - General Provisions and Title VI Assurances(41 CFR part60)
 - Federal Fair Labor Standards (29 U.S.C. § 201, etseq)
 - Occupational Safety and Health Act requirements (20 CFR part1920)
 - Seismic Safety – building construction (49 CFR part41)
 - State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - U.S. Trade Restriction (49 CFR part 30)
 - Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- Davis-Bacon and Related Acts (29 CFR part5)
 - Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Sponsor's Certification

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

September 17, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: {{N_es_:signer6: fullname}}

Title of Sponsor's Authorized Official: Public Works Director / Ci

Signature of Sponsor's Authorized Official: 

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



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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field

Project Number: 3-27-0037-030-2024

Description of Work: Update Airport Master Plan, Reconstruct Taxiway A

Application

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

Certification Statements

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

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

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC §47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.
 Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
 Yes No N/A

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

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

September 16, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: Tasha Connelly

Title of Sponsor's Authorized Official: Mayor of Grand Rapids

Signature of Sponsor's Authorized Official: 
Tasha Connelly (Sep 16, 2024 19:06 CDT)

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

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

RESOLUTION NO. 24-

A RESOLUTION ACCEPTING A \$224,280 GRANT FROM THE FAA FOR PHASE 1 OF THE TAXIWAY RECONSTRUCTION PROJECT AT THE GRAND RAPIDS/ITASCA COUNTY AIRPORT

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$224,280 grant from the FAA for Phase 1 of the Taxiway Reconstruction Project at the Grand Rapids/Itasca County Aiport and furthermore authorizes the Mayor to execute the associated grant agreement.

Adopted this 23rd day of September, 2024

Tasha Connelly, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

GRAND RAPIDS - ITASCA COUNTY

AIRPORT

1500 SE 7th Avenue - Grand Rapids, MN 55744

May 28th, 2024

RE: Grand Rapids-Itasca County Airport
FFY 2024 Grant Request

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

Dear Mr. Lebens:

The City of Grand Rapids is requesting a grant from the Federal Aviation Administration (FAA) for the Grand Rapids-Itasca County Airport for Federal Fiscal Year 2024. The grant request is for a planning study for the Taxiway A (North 2,900 feet) reconstruction project and design for the reconstruction of the south half (2,800 feet) of Taxiway A. The City is requesting Bipartisan Infrastructure Law (BIL) Airport Improvement Grant (AIG) funds for this project. Associated costs with this project are as follows:

Taxiway A (North) Planning Study (SEH)	\$ 54,900.00
Taxiway A (South) Reconstruction Phase 1 – Design (SEH)	\$ 188,400.00
Independent Fee Estimate (Becher Hoppe)	\$ 3,900.00
City of Grand Rapids – Administrative Costs	\$ 2,000.00
TOTAL PROJECT COSTS:	\$ 249,200.00

The City of Grand Rapids is requesting federal FAA entitlement participation for this project at 90 percent (\$224,280), a state fund request of 5% (\$12,460) and a local share of 5% (\$12,460) for a total grant request of \$245,300.

Please contact me if you have any questions.

Sincerely,

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23rd, 2024

AGENDA ITEM: Consider approving additional work in the amount of \$463.50 for the Rain Garden Planting Project

PREPARED BY: Matt Wegwerth

BACKGROUND:

At their June 10th, 2024 regular meeting the Council awarded the bid to Bloomers Garden Center for the Rain Garden Planting Project at the Crystal Lake Roundabout. The project included replacement of topsoil, plants and mulch. Due to additional repair around the ponds the original project cost increased from \$25,132.00 to \$25, 595.50.

This is a budgeted project for 2024 and will be funded with the SWU account.

REQUESTED COUNCIL ACTION:

Make a motion approving additional work in the amount of \$463.50 for the Rain Garden Planting Project.



1037 Golf Course Road
Grand Rapids, MN 55744

	City of GR Raingardens @ Fairgrounds	ASV Accessible Yes	
Bloomer's Garden Center and Landscaping INC			
Quantity		unit price	line total
Labor/Equipment			
1.0	MOB Equipment	\$800.00	\$800.00
8.0	hrs asv	\$150.00	\$1,200.00
1.0	Shipping of plants-special order	\$400.00	\$400.00
Labor/Materials			
Soils: New Soil for beds 4" thick			
58.0	cyds Planting Mix 75% Sand, 15% compost, 10% topsoil	\$125.00	\$7,250.00
Planting Beds			
4700.0	sqft shredded dark mulch	\$1.75	\$8,225.00
Repair Construction TBD			
1.0	cyds topsoil	\$85.00	
1.0	sy seed / hydromulch	\$2.70	
1.0	sod	\$9.00	
planting			
66.0	Asclepias syriaca	\$7.50	\$495.00
18.0	Baptisia australis	\$7.50	\$135.00
78.0	Eupatorium maculatum	\$7.50	\$585.00
108.0	Achillea millefolium	\$7.50	\$810.00
42.0	Andropogon gerardii	\$7.50	\$315.00
126.0	Anemone sylvestres	\$7.50	\$945.00
114.0	Bouteloua curtipendula	\$7.50	\$855.00
54.0	Echinacea purpurea	\$7.50	\$405.00
36.0	Helianthus pauciflorus	\$7.50	\$270.00
102.0	Iris versicolor	\$7.50	\$765.00
66.0	Lobelia siphilitica	\$7.50	\$495.00
60.0	Monarda fistulosa	\$7.50	\$450.00
misc			
3%	fuels, travel, incidentals	\$732.00	\$732.00
NOTES	Sorry, we do not accept credit cards cash or check only please Plants have limited warranty for 1 year		

Item 7.
Item 12.

Quantity		unit price	line total
	Customer responsibility to water and properly maintain plant material		
BOTTOM LINE	BOTTOM LINE	BOTTOM LINE	BOTTOM LINE
		Total	\$25,132.00
TERMS			
	DEPOSIT	\$2,513.20	
	COMMENCEMENT:	\$7,539.60	
	50% COMPLETION:	\$7,539.60	
	COMPLETION:	\$7,539.60	
	Total:	\$25,132.00	
SUBMITTED BY:			
	Dave Clark date		



1037 Golf Course Road
Grand Rapids, MN 55744

	City of GR Raingardens @ Fairgrounds	ASV Accessible Yes	
Bloomer's Garden Center and Landscaping INC			
Quantity		unit price	line total
Labor/Equipment			
1.0	MOB Equipment	\$800.00	\$800.00
8.0	hrs asv	\$150.00	\$1,200.00
1.0	Shipping of plants-special order	\$400.00	\$400.00
Labor/Materials			
Soils: New Soil for beds 4" thick			
58.0	cyds Planting Mix 75% Sand, 15% compost, 10% topsoil	\$125.00	\$7,250.00
Planting Beds			
4700.0	sqft shredded dark mulch	\$1.75	\$8,225.00
Repair Construction TBD			
1.0	Repair around ponds & seed Blanket	\$450.00	\$450.00
planting			
66.0	Asclepias syriaca	\$7.50	\$495.00
18.0	Baptisia australis	\$7.50	\$135.00
78.0	Eupatorium maculatum	\$7.50	\$585.00
108.0	Achillea millefolium	\$7.50	\$810.00
42.0	Andropogon gerardii	\$7.50	\$315.00
126.0	Anemone sylvestres	\$7.50	\$945.00
114.0	Bouteloua curtipendula	\$7.50	\$855.00
54.0	Echinacea purpurea	\$7.50	\$405.00
36.0	Helianthus pauciflorus	\$7.50	\$270.00
102.0	Iris versicolor	\$7.50	\$765.00
66.0	Lobelia siphilitica	\$7.50	\$495.00
60.0	Monarda fistulosa	\$7.50	\$450.00
misc			
3%	fuels, travel, incidentals	\$745.50	\$745.50
NOTES	Sorry, we do not accept credit cards cash or check only please Plants have limited warranty for 1 year Customer responsibility to water and properly maintain plant material		

Quantity		unit price	line total
BOTTOM LINE	BOTTOM LINE	BOTTOM LINE	BOTTOM LINE
		Total	\$25,595.50
TERMS		DEPOSIT	\$2,559.55
		COMMENCEMENT:	\$7,678.65
		50% COMPLETION:	\$7,678.65
		COMPLETION:	\$7,678.65
		Total:	\$25,595.50
SUBMITTED BY:			
	Dave Clark	date	



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

AGENDA ITEM: Consider appointing Election Judges & authorize emergency staffing plan.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

To ensure coverage for all four polling places for the upcoming General Election, City staff are requesting the addition of Election Judges.

In the event of unforeseen judge shortages on election day, we are requesting authorization to utilize election judge trained City staff.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Linda Harringer as a City election judge and authorize emergency staffing plan.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

AGENDA ITEM: Authorize staff to obtain two quotes to replace the scoreboard in the McDonald Venue at Yanmar Arena.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

The scoreboard in the McDonald Venue at Yanmar Arena is 29 years old and the parts needed to repair it are no longer available. Staff is asking for authorization to obtain two quotes to purchase a replacement. Staff will try to sell advertising next to the new board to recover the purchase cost.

REQUESTED COUNCIL ACTION:

Make a motion authorizing staff to obtain two quotes to replace the scoreboard in the McDonald Venue at Yanmar Arena.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

AGENDA ITEM: Consider adopting a resolution accepting a \$114,788.00 grant from the Minnesota Department of Public Safety for a DWI/traffic safety officer and authorize execution of the grant agreement.

PREPARED BY: Kevin Ott

BACKGROUND:

The Grand Rapids Police Department has been awarded a DWI/traffic safety officer grant from the Minnesota Department of Public Safety in the amount of \$114,788.00. The resolution and grant agreement are attached for review.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a \$114,788.00 grant from the Minnesota Department of Public Safety and authorize execution of the grant agreement.

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

RESOLUTION NO. 24-

A RESOLUTION ACCEPTING A \$114,788.00 GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY/OFFICE OF TRAFFIC SAFETY FOR A DWI/TRAFFIC SAFETY OFFICER GRANT FOR RAPIDS POLICE DEPARTMENT

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

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

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

- The Minnesota Department of Public Safety/Office of Traffic Safety has granted the Grand Rapids Police Department a \$114,788.00 DWI/Traffic Safety Officer grant.

Adopted this 23rd day of September 2024.

Tasha Connelly, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



Minnesota Department of Public Safety (“State”) Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	Grant Program: 2025 NHTSA: DWI / Traffic Safety Officer Grant Contract Agreement No.: A-OFFICR25-2025-GRARAPPD-042
Grantee: Grand Rapids Police Department 420 North Pokegama Avenue Grand Rapids, MN 55744-2658	Grant Contract Agreement Term: Effective Date: 10/01/2024 Expiration Date: 09/30/2025
Grantee’s Authorized Representative: Captain Kevin Ott 420 North Pokegama Avenue Grand Rapids, MN 55744-2658 (218)326-3464 kott@grandrapidsmn.gov	Grant Contract Agreement Amount: Original Agreement \$114,788.00 Matching Requirement \$ 0.00
State’s Authorized Representative: Duane Siedschlag, Impaired Driving Program Coordinator 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101 (651)221-7078 Duane.siedschlag@state.mn.us	Federal Funding: CFDA/ALN: 20.608 & 20.608 & 20.600 FAIN: 69A37523300001640MNA & 69A37523300001640MNA & 69A37523300004020MNO State Funding: N/A Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2025 NHTSA: DWI / Traffic Safety Officer Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 620, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2025 NHTSA: DWI / Traffic Safety Officer Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-OFFICR25-2025-GRARAPPD-042 / 3000098169

Project No.25-03-03

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State’s Authorized Representative



Organization: Grand Rapids Police Department

A-OFFICR25-2025-GR A Item 10. 2

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
DWI TSO Salary & Fringe			
DWI TSO Salary and Fringe	\$114,788.00	\$0.00	
Total	\$114,788.00	\$0.00	
Operating Expense			
Operating Expenses for the DWI TSO program	\$0.00	\$0.00	
Total	\$0.00	\$0.00	
TZD Conference			
TZD conference	\$0.00	\$0.00	
Total	\$0.00	\$0.00	
Total	\$114,788.00	\$0.00	



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

AGENDA ITEM: Consider adopting a resolution accepting a \$43,500.00 grant from the Minnesota Department of Public Safety for a towards zero death grant and authorize execution of the grant agreement.

PREPARED BY: Kevin Ott

BACKGROUND:

The Grand Rapids Police Department has been awarded a towards zero death grant from the Minnesota Department of Public Safety in the amount of \$43,500.00. The resolution and grant agreement are attached for review.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a \$43,500.00 grant from the Minnesota Department of Public Safety and authorize execution of the grant agreement.

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

RESOLUTION NO. 24-

A RESOLUTION ACCEPTING A \$43,500.00 GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY/OFFICE OF TRAFFIC SAFETY FOR A TOWARDS ZERO DEATH GRANT FOR THE GRAND RAPIDS POLICE DEPARTMENT

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

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

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

- The Minnesota Department of Public Safety/Office of Traffic Safety has granted the Grand Rapids Police Department a \$43,500.00 Towards Zero Death Grant for the October 1, 2024 – September 30, 2025 year.

Adopted this 23rd day of September 2024.

Tash Connelly, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

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

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

Last ice season we hired Northwoods Cleaning Company (low quote) to perform routine cleaning services at Yanmar Arena. They deep-cleaned restrooms, showers, and glass while our Arena staff performed general cleaning and building maintenance. Northwoods has offered their services at the same price as last year. I reached out to Service Master for a second quote and received a message back that they do not have the capacity to take on our needs.

REQUESTED COUNCIL ACTION:

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

AGENDA ITEM: Consider adopting a resolution authorizing designated signers as City Administrator, Finance Director and Assistant Finance Director for the Woodland Bank account.

PREPARED BY: Barb Baird & Laura Pfeifer

BACKGROUND:

The City of Grand Rapids wishes to create a bank account at Woodland Bank for the purposes of purchasing certificates of deposits, enabling the City to invest money at a higher interest rate.

Woodland Bank requires a resolution for this purpose. This resolution also designates the signers to be City Administrator, Finance Director and Assistant Finance Director.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution authorizing designated signers as City Administrator, Finance Director and Assistant Finance Director for the Woodland Bank account.

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

RESOLUTION NO. 24-
A RESOLUTION AUTHORIZING THE CREATION OF A DEPOSITORY FUND AT WOODLAND BANK AND DESIGNATING THE CITY ADMINISTRATOR, FINANCE DIRECTOR, AND ASSISTANT FINANCE DIRECTOR AS AUTHORIZED SIGNERS

WHEREAS, the City has established and purchased a certificate of deposit at Woodland Bank on September 18, 2024, to earn a higher interest rate, and

WHEREAS, the City Council designates the City Administrator, Finance Director, and Assistant Finance Director as authorized signers,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the creation of a depository fund at Woodland Bank and designates the City Administrator, Finance Director, and Assistant Finance Director as authorized signers.

Adopted this 23rd day of September 2024.

Tasha Connelly, Mayor

Attest:

Kim Gibeau, City Clerk

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

Resolution of Lodge, Association or Other Similar Organization

Woodland Bank
2610 S Hwy 169
Grand Rapids, MN 55744

By: City of Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744

Referred to in this document as "Financial Institution"

Referred to in this document as "Association"

I, Kim Gibeau, certify that I am Secretary (clerk) of the above named association organized under the laws of Minnesota, Federal Employer I.D. Number 41-6005201, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on September 23, 2024 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>Tom Pagel, City Administrator</u>	X _____	X _____
B. <u>Barbara Baird Finance Director</u>	X _____	X _____
C. <u>Laura Pfeifer Assistant Finance Director</u>	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A, B, C	(1) Exercise all of the powers listed in this resolution.	1
	(2) Open any deposit or share account(s) in the name of the Association.	
A, B, C	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1
	(4) Borrow money on behalf and in the name of the Association, sign, execute and deliver promissory notes or other evidences of indebtedness.	
	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Association as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
	(7) Other:	

Limitations on Powers. The following are the Association's express limitations on the powers granted under this resolution.

Resolutions

The Association named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Association and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Association and certified to the Financial Institution as governing the operation of this association's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Association with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Association agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Association. The Association authorizes the Financial Institution, at any time, to charge the Association for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Association acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Association to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Association acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Association with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Association authorizes each Agent to have custody of the Association's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Association has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Association is a non-profit lodge, association or similar organization.

(Secretary)

(Attest by Other Officer)

(Attest by Other Officer)

For Financial Institution Use Only	
Acknowledged and received on _____	(date) by _____ (initials)
<input type="checkbox"/> This resolution is superseded by resolution dated _____	
Comments:	



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23rd, 2024

AGENDA ITEM: Consider awarding a contract to Casper Construction for the SE 7th Avenue storm pond revitalization.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Quotes were solicited for the routine maintenance on the SE 7th Avenue storm pond. The following quotes were received:

Casper Construction-\$64,600
TNT Construction-\$93,800

Staff is recommending awarding the low quote to Casper Construction for the SE 7th Avenue storm pond revitalization in the amount of \$64,600. This is a budgeted item.

REQUESTED COUNCIL ACTION:

Make a motion awarding a contract to Casper Construction in the amount of \$64,600 for the SE 7th Avenue storm pond revitalization.

QUOTATION FORM

Grand Rapids, MN
Airport Pond – SE 7th Ave

Submit quotation form to Dominic DeGuisseppi, City of Grand Rapids, 500 SE 4th St, Grand Rapids, MN by 12:00 pm on Thursday September 20th, 2024. Quotes can be mailed or hand delivered:

Quote package shall include the following:

- 1. Quotation Form
- 2. Scope/Plan specifications
- 3. Location map

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Quote for Grand Rapids – Airport Pond – SE 7th Ave."

Project Description: The project includes the revitalization of a City owned pond. The quote includes all of the labor, materials and all associated work activities. Additional details are provided in the special provisions.

Project will be estimated on a sum per pond basis, based on the following estimated quantities:

Airport Pond – SE 7th Ave Quote Total 93800.00

We, the undersigned, doing business as TNT Construction Group have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids to furnish all labor, materials, equipment, skills and facilities for the complete construction of the BMP Revitalization as described herein. The prices shown include sales tax and all other applicable taxes, permits and fees.

Dated this 18th day of September, 2024
 Name of Company TNT Construction Group
 Signature of Authorized Representative [Signature]
 Printed Name of Authorized Representative Dominic DeGuisseppi
 Title of Authorized Representative PM
 Legal Address 40 Conant Rd G3 Grand Rapids MN 55744
 Business Phone 218-326-1881

QUOTATION FORM

Grand Rapids, MN
Airport Pond – SE 7th Ave

Submit quotation form to Dominic DeGuisseppi, City of Grand Rapids, 500 SE 4th St, Grand Rapids, MN by 12:00 pm on Thursday September 20th, 2024. Quotes can be mailed or hand delivered:

Quote package shall include the following:

- 1. Quotation Form
- 2. Scope/Plan specifications
- 3. Location map

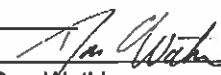
All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Quote for Grand Rapids – Airport Pond – SE 7th Ave."

Project Description: The project includes the revitalization of a City owned pond. The quote includes all of the labor, materials and all associated work activities. Additional details are provided in the special provisions.

Project will be estimated on a sum per pond basis, based on the following estimated quantities:

Airport Pond – SE 7th Ave Quote Total \$64,600.00

We, the undersigned, doing business as Casper Construction, Inc. have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids to furnish all labor, materials, equipment, skills and facilities for the complete construction of the BMP Revitalization as described herein. The prices shown include sales tax and all other applicable taxes, permits and fees.

Dated this 18 day of September, 2024
 Name of Company Casper Construction, Inc.
 Signature of Authorized Representative 
 Printed Name of Authorized Representative Dan Watkins
 Title of Authorized Representative Estimator/Project Manager
 Legal Address 212 SE 10th St, Grand Rapids, MN 55744
 Business Phone 218-326-9638



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 9-23-24

AGENDA ITEM: Consider approval of Naming Rights and Sponsor Agreements with Yanmar, Paul Bunyan, and Grand Itasca

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Attached are agreements between the City and Yanmar, Paul Bunyan, and Grand Itasca, for Naming Rights of the Civic Center, and sponsorship agreements. These agreements will provide additional revenue towards the operations and debt service of the arena which will reduce rental rates for the users of the facility.

REQUESTED COUNCIL ACTION:

Make a motion to approve agreements with Yanmar, Paul Bunyan, and Grand Itasca.

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

RESOLUTION NO. 24-XX

SPONSOR USE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2024, between the City of Grand Rapids, Minnesota (“the City”), located at 420 North Pokegama Avenue, Grand Rapids, MN 55744, and Grand Itasca Clinic & Hospital (“the Company”), a United States corporation located at 1601 Golf Course Road, Grand Rapids, MN 55744 (collectively “the Parties”).

RECITALS

- A. 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
- B. WHEREAS, pursuant to the Laws of Minnesota, 2020, 5th Special Session, Chapter 3, Article 1, Section 21, Subdivision 21, (the “G.O. Bonding Legislation”), the City was awarded a grant from the State of Minnesota in the amount of \$5,000,000 (the “State Grant”) for the purpose of Improvements at the IRA Civic Center (the “Project”), as set forth in that certain Grant Agreement – Construction Grant for SPAP-20-0014-P-FY23, dated October 22, 2020 (the “State Grant Agreement”).
- C. WHEREAS, the City is in the final stages of constructing the Project on City-owned real property located at 1401 NW 3rd Avenue, Grand Rapids, MN 55744 (the “Property”); and
- D. WHEREAS, under the provisions of Minnesota Statutes, Sections 471.15-471.16, the City is authorized to design, construct, and equipped capital improvements to the IRA Civic Center, and to thereafter expend funds for the operation and maintenance of the IRA 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
- E. WHEREAS, the City believes that granting donor recognition in the form of sponsorship rights to portions of the facility along with certain other rights and recognitions will advance the Governmental Program of youth activities and sports; and
- F. WHEREAS, in consideration of the payments described herein, the City desires to provide the Company with certain rights and exclusive recognition at the Project, as shown on Exhibit A attached hereto and incorporated herein (the “DEF Area”) and other exclusive Signage Rights and Sponsorships rights as more particularly described herein.

NOW, THEREFORE, the City and the Company, in consideration of the mutual promises and covenants set forth herein, do hereby agree as follows:

AGREEMENT

1. Payments. From January 1, 2024, through June 30, 2024, the Company agrees to pay to the City the amount of Five Thousand dollars (\$5,000), as provided and subject to the terms and conditions herein. Effective July 1, 2024, the Company agrees to pay to the City the amount of One Hundred Thousand dollars (\$100,000) in ten annual \$10,000 payments, as provided and subject to the terms and conditions herein. City shall use this payment solely to pay operating and maintenance expenses for the Project or to pay the principal, interest, redemption premiums, and other expenses when due on debt related to the Property other than the State Grant, all in accordance with Minn. State. § 16A.695 and The Fourth Order Amending Order of Commissioner of Finance: Related to Use and Sale of State Bond Financed Property (“Commissioner’s Order”).

Within thirty (30) days of the end of each 12 month period in the term, starting on the effective date of this agreement (each such 12 month period shall be referred to herein as an “Agreement Year”), City agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of all of the payments received under all use contracts at the Project and the operating and maintenance expenses for the Project for the then just-completed Agreement Year (“Reconciliation Statement”). If for any Agreement Year the payments received under all use contracts at the Project collected for the prior Agreement Year exceed the operating and maintenance expenses for the Project for such prior Agreement Year based upon the City’s Reconciliation Statement, then the City shall immediately refund to the Company its pro rata share of any overpayment.

2. 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 Company authorizing body approving 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 the City’s 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.

3. Recognition. In recognition of the Company's contributions to the funding of the Project, the City hereby grants to the Company the following rights and recognitions:
 - a. Signage Recognition. The City hereby agrees the Company will have the right to be named on signage, paid for by Company, in relation to the DEF Area and other sponsorship recognition signs, as determined by the City.
4. No Joint Venture. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint venturers and neither party shall have the power to obligate or bind the other in any manner whatsoever.
5. Term. The exclusive recognition rights of this Agreement shall commence on January 1, 2024 and continue until June 30, 2034. The City is not required to renew the contract at such time and may at its sole discretion and option allow this Agreement to expire. The Company shall have the right of first refusal for future recognition rights for the project's DEF Area and as the exclusive Company main facility sponsor at the Project. Until June 30, 2034, the City shall not enter into an agreement with another entity for recognition rights for the Project DEF Area or with a Company for another main facility sponsorship without first offering the Company the opportunity to contract for said recognition rights on substantially the same terms as offered to such other entity pursuant to this Section. If the City chooses to pursue an agreement with another entity, the City must provide notice to the Company within ten (10) business days of reaching a tentative agreement with the other entity. The notice shall include the terms and conditions of the tentative agreement with the other entity. The Company will have ten (10) days after its receipt of the City's notice to respond in writing either expressing the Company's desire to either (1) enter into an agreement with substantially similar terms and conditions as the agreement with the other entity, in which case the City may only contract for said recognition rights with the Company and must not enter into the proposed contract with the other entity; or (2) waive the Company's right of first refusal. If the City does not receive a response from the Company within ten (10) business days after the City's notice, such non-response shall be deemed to be the Company's waiver of its right of first refusal, and the City may enter into the agreement with the other entity.
6. Voluntary and Knowing Action. The Parties, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
7. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

8. Notices. All notices and other communications required or permitted under this Contract 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. The Parties' representatives for notification for all purposes are:

CITY:

Tom Pagel
City Administrator
420 North Pokegama Avenue
Grand Rapids, MN 55744
Phone: 218.326.7626
Email: tpagel@grandrapidsmn.gov

COMPANY:

Jean MacDonell
President/CEO
1401 Golf Course Road
Grand Rapids, MN 55744
Phone: 218.999.1510
Email: Jean.MacDonell@fairview.org

9. 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.

10. Indemnification.

- a. Company shall indemnify, protect, save, and hold harmless City, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. Nothing in this Contract shall be construed to waive any immunities or limitations to which City is entitled under Minn. Stat. Chapter 466 or otherwise.
- b. City shall indemnify protect, save, and hold harmless the Company, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of City or its agents, employees, contractors or subcontractors with respect to City's performance of its obligations under this Contract. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

11. 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 Project 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 Company, or in the event that the City is no longer authorized by law to own the Property or operate the Project.

- 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 Project for the Governmental Program. The City will give the Company 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 Company 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.
- h. Annual review. The City and/or its assigns, will meet with Company annually to review performance.

12. 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. City agrees, upon direction from the State of Minnesota, Commissioner of Minnesota Management and Budget (Commissioner), to take such action and furnish such documents as the Commissioner determines to be necessary to ensure that interest paid on the Tax-Exempt Bonds used to improve the Property is exempt from federal taxation.
- c. The Company 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.
- d. Within 30 days of the end of each 12 month period in the Agreement term, starting on the Effective Date of the Agreement (each such 12 month period shall

be referred to herein as “Agreement Year”), City agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of all the rent received and the operating and maintenance expenses for the Grand Rapids IRA Civic Center (“Facility”) for the then just-completed Agreement Year (“Reconciliation Statement”). If for any Agreement Year the rent collected for Facility for the prior Agreement Year exceeds the operating and maintenance expenses for the Facility for such prior Agreement Year, based upon the City’s Reconciliation Statement, then City shall immediately refund to Company any overpayment. The Company shall provide evidence of such refund to the Commissioner of the Department of Management and Budget, his or her successor or assigns, within 30 days of the end of such Agreement Year.

- 13. State Right to Access Records. The Parties shall each take any such actions and provide any records or other information related to the Property to the Commissioner as the Commissioner shall determine necessary to ensure that the interest to be paid on the GO Bonds supporting the Grant is exempt from federal taxation.
- 14. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.
- 15. 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 Company and approved in writing by the Commissioner of Minnesota Management and Budget.
- 16. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Company 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 Company and involve transactions relating to this Contract. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- 17. 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.
- 18. 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.

19. Governing Law. This Contract shall be deemed to have been made and accepted in Stearns 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.
20. 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 Company 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 Company understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Company in performing those functions that the City would perform is subject to the requirements of the Act, and the Company must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Company 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.
21. 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.
22. 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.
23. 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.
24. Recitals. The Recitals set forth above are incorporated into and are made a part of this Amendment.
25. 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.

26. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party of Parties, and any undischarged obligations of City and the Company arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
27. 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

Grand Itasca Clinic & Hospital

By: _____
(Signature)
Title: President/CEO
Print Name: Jean MacDonell

Date: _____

CITY OF GRAND RAPIDS:

By: _____
_____, Its Mayor

Date: _____

By: _____
_____, Its City Clerk

Date: _____

Exhibit A:
DEF Area Location

1. Effective January 1, 2024, Company will have the following signage at Yanmar Arena:
 1. One approximately 8' backlit "Medical Provided by Grand Itasca Clinic & Hospital" sign on the exterior of the building near the main entrance.
 2. Two dasher board ads.
 3. Four 4'x8' signs, one in each of the following: east rink, west rink concourse, east locker room hallway, and warming shack (location TBD)
 4. Signage on rink side of ADA bump out in West Venue.
 5. Vinyl wrap on the main lobby soffit

2. Company is responsible for the production of all advertising materials.

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

RESOLUTION NO. 24-XX

SPONSOR USE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2024, between the City of Grand Rapids, Minnesota (“the City”), located at 420 North Pokegama Avenue, Grand Rapids, MN 55744, and Paul Bunyan Communications (“the Company”), a United States corporation located at 1831 Anne Street, Bemidji, MN 56601 (collectively “the Parties”).

RECITALS

- A. 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
- B. WHEREAS, pursuant to the Laws of Minnesota, 2020, 5th Special Session, Chapter 3, Article 1, Section 21, Subdivision 21, (the “G.O. Bonding Legislation”), the City was awarded a grant from the State of Minnesota in the amount of \$5,000,000 (the “State Grant”) for the purpose of Improvements at the IRA Civic Center (the “Project”), as set forth in that certain Grant Agreement – Construction Grant for SPAP-20-0014-P-FY23, dated October 22, 2020 (the “State Grant Agreement”).
- C. WHEREAS, the City is in the final stages of constructing the Project on City-owned real property located at 1401 NW 3rd Avenue, Grand Rapids, MN 55744 (the “Property”); and
- D. WHEREAS, under the provisions of Minnesota Statutes, Sections 471.15-471.16, the City is authorized to design, construct, and equipped capital improvements to the IRA Civic Center, and to thereafter expend funds for the operation and maintenance of the IRA 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
- E. WHEREAS, the City believes that granting donor recognition in the form of sponsorship rights to portions of the facility along with certain other rights and recognitions will advance the Governmental Program of youth activities and sports; and
- F. WHEREAS, in consideration of the payments described herein, the City desires to provide the Company with certain rights and exclusive recognition at the Project, as shown on Exhibit A attached hereto and incorporated herein (the “DEF Area”) and other exclusive Signage Rights and Sponsorships rights as more particularly described herein.

NOW, THEREFORE, the City and the Company, in consideration of the mutual promises and covenants set forth herein, do hereby agree as follows:

AGREEMENT

- 1. Payments. From January 1, 2024, through June 30, 2024, the Company agrees to pay to the City the amount of Five Thousand dollars (\$5,000), as provided and subject to the terms and conditions herein. Effective July 1, 2024, the Company agrees to pay to the City the amount of One Hundred Thousand dollars (\$100,000) in ten annual \$10,000 payments, as provided and subject to the terms and conditions herein. City shall use this payment solely to pay operating and maintenance expenses for the Project or to pay the principal, interest, redemption premiums, and other expenses when due on debt related to the Property other than the State Grant, all in accordance with Minn. State. § 16A.695 and The Fourth Order Amending Order of Commissioner of Finance: Related to Use and Sale of State Bond Financed Property (“Commissioner’s Order”).

Within thirty (30) days of the end of each 12 month period in the term, starting on the effective date of this agreement (each such 12 month period shall be referred to herein as an “Agreement Year”), City agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of all of the payments received under all use contracts at the Project and the operating and maintenance expenses for the Project for the then just-completed Agreement Year (“Reconciliation Statement”). If for any Agreement Year the payments received under all use contracts at the Project collected for the prior Agreement Year exceed the operating and maintenance expenses for the Project for such prior Agreement Year based upon the City’s Reconciliation Statement, then the City shall immediately refund to the Company its pro rata share of any overpayment.

- 2. 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 Company authorizing body approving 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 the City’s 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.

3. Recognition. In recognition of the Company's contributions to the funding of the Project, the City hereby grants to the Company the following rights and recognitions:
 - a. Signage Recognition. The City hereby agrees the Company will have the right to be named on signage, paid for by Company, in relation to the DEF Area and other sponsorship recognition signs, as determined by the City.
4. No Joint Venture. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint venturers and neither party shall have the power to obligate or bind the other in any manner whatsoever.
5. Term. The exclusive recognition rights of this Agreement shall commence on January 1, 2024 and continue until June 30, 2034. The City is not required to renew the contract at such time and may at its sole discretion and option allow this Agreement to expire. The Company shall have the right of first refusal for future recognition rights for the project's DEF Area and as the exclusive Company main facility sponsor at the Project. Until June 30, 2034, the City shall not enter into an agreement with another entity for recognition rights for the Project DEF Area or with a Company for another main facility sponsorship without first offering the Company the opportunity to contract for said recognition rights on substantially the same terms as offered to such other entity pursuant to this Section. If the City chooses to pursue an agreement with another entity, the City must provide notice to the Company within ten (10) business days of reaching a tentative agreement with the other entity. The notice shall include the terms and conditions of the tentative agreement with the other entity. The Company will have ten (10) days after its receipt of the City's notice to respond in writing either expressing the Company's desire to either (1) enter into an agreement with substantially similar terms and conditions as the agreement with the other entity, in which case the City may only contract for said recognition rights with the Company and must not enter into the proposed contract with the other entity; or (2) waive the Company's right of first refusal. If the City does not receive a response from the Company within ten (10) business days after the City's notice, such non-response shall be deemed to be the Company's waiver of its right of first refusal, and the City may enter into the agreement with the other entity.
6. Voluntary and Knowing Action. The Parties, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
7. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

8. Notices. All notices and other communications required or permitted under this Contract 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. The Parties' representatives for notification for all purposes are:

CITY:

Tom Pagel
City Administrator
420 North Pokegama Avenue
Grand Rapids, MN 55744
Phone: 218.326.7626
Email: tpagel@grandrapidsmn.gov

COMPANY:

Brian Bissonette
Marketing Supervisor, Paul Bunyan Communications
1831 Anne Street
Bemidji, MN 56601
Phone: 218.244.1127
Email: bissonette@paulbunyan.net

9. 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.

10. Indemnification.

- a. Company shall indemnify, protect, save, and hold harmless City, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. Nothing in this Contract shall be construed to waive any immunities or limitations to which City is entitled under Minn. Stat. Chapter 466 or otherwise.
- b. City shall indemnify protect, save, and hold harmless the Company, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of City or its agents, employees, contractors or subcontractors with respect to City's performance of its obligations under this Contract. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

11. 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 Project 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 Company, or in the event that the City is no longer authorized by law to own the Property or operate the Project.

- 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 Project for the Governmental Program. The City will give the Company 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 Company 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.
- h. Annual review. The City and/or its assigns, will meet with Company annually to review performance.

12. 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. City agrees, upon direction from the State of Minnesota, Commissioner of Minnesota Management and Budget (Commissioner), to take such action and furnish such documents as the Commissioner determines to be necessary to ensure that interest paid on the Tax-Exempt Bonds used to improve the Property is exempt from federal taxation.
- c. The Company 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.
- d. Within 30 days of the end of each 12 month period in the Agreement term, starting on the Effective Date of the Agreement (each such 12 month period shall

be referred to herein as “Agreement Year”), City agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of all the rent received and the operating and maintenance expenses for the Grand Rapids IRA Civic Center (“Facility”) for the then just-completed Agreement Year (“Reconciliation Statement”). If for any Agreement Year the rent collected for Facility for the prior Agreement Year exceeds the operating and maintenance expenses for the Facility for such prior Agreement Year, based upon the City’s Reconciliation Statement, then City shall immediately refund to Company any overpayment. The Company shall provide evidence of such refund to the Commissioner of the Department of Management and Budget, his or her successor or assigns, within 30 days of the end of such Agreement Year.

13. State Right to Access Records. The Parties shall each take any such actions and provide any records or other information related to the Property to the Commissioner as the Commissioner shall determine necessary to ensure that the interest to be paid on the GO Bonds supporting the Grant is exempt from federal taxation.
14. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.
15. 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 Company and approved in writing by the Commissioner of Minnesota Management and Budget.
16. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Company 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 Company and involve transactions relating to this Contract. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.
17. 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.
18. 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.

19. Governing Law. This Contract shall be deemed to have been made and accepted in Stearns 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.
20. 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 Company 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 Company understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Company in performing those functions that the City would perform is subject to the requirements of the Act, and the Company must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Company 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.
21. 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.
22. 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.
23. 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.
24. Recitals. The Recitals set forth above are incorporated into and are made a part of this Amendment.
25. 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.

26. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party of Parties, and any undischarged obligations of City and the Company arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
27. 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

Paul Bunyan Communications

By: _____ Date: _____
(Signature)
Title: Marketing Supervisor
Print Name: Brian Bissonette

CITY OF GRAND RAPIDS:

By: _____ Date: _____
_____, Its Mayor

By: _____ Date: _____
_____, Its City Clerk

Exhibit A:
DEF Area Location

1. Company will provide free speed tier upgrade on the Internet service you subscribe to at Yanmar Arena. For example, if you subscribe to 250 Mbps service, you will be upgraded to 1 Gig service at no additional charge.
2. Company will provide cable television service at Yanmar Arena at no charge.
3. Effective January 1, 2024, Company will have the following signage at Yanmar Arena:
 1. One approximately 8' backlit "powered by GigaZone" sign on the exterior of the building near the main entrance.
 2. Two dasher board ads.
 3. Four 4'x8' signs, one in each of the following: east rink, west rink concourse, east locker room hallway, and warming shack
 4. Press box signage
 5. Vinyl wrap on the main lobby soffit
 6. TBD – TV and appropriate signage in Upper Lobby (depends on access to electric and CAT-5)
4. Company is responsible for the production of all advertising materials.

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

RESOLUTION NO. 24-XX

NAMING RIGHTS USE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2023, between the City of Grand Rapids, Minnesota (“the City”), located at 420 North Pokegama Avenue, Grand Rapids, MN 55744, and Yanmar Compact Equipment North America (“the Company”), a United States corporation located at 840 Lily Lane, Grand Rapids, MN 55744 (collectively “the Parties”).

RECITALS

- A. 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
- B. WHEREAS, pursuant to the Laws of Minnesota, 2020, 5th Special Session, Chapter 3, Article 1, Section 21, Subdivision 21, (the “G.O. Bonding Legislation”), the City was awarded a grant from the State of Minnesota in the amount of \$5,000,000 (the “State Grant”) for the purpose of Improvements at the IRA Civic Center (the “Project”), as set forth in that certain Grant Agreement – Construction Grant for SPAP-20-0014-P-FY23, dated October 22, 2020 (the “State Grant Agreement”).
- C. WHEREAS, the City is in the final stages of constructing the Project on City-owned real property located at 1401 NW 3rd Avenue, Grand Rapids, MN 55744 (the “Property”); and
- D. WHEREAS, under the provisions of Minnesota Statutes, Sections 471.15-471.16, the City is authorized to design, construct, and equipped capital improvements to the IRA Civic Center, and to thereafter expend funds for the operation and maintenance of the IRA 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
- E. WHEREAS, the City believes that granting donor recognition in the form of exclusive naming rights to portions of the facility along with certain other rights and recognitions will advance the Governmental Program of youth activities and sports; and
- F. WHEREAS, in consideration of the payments described herein, the City desires to provide the Company with certain rights and exclusive recognition, including the naming of the IRA Civic Center at the Project, as shown on Exhibit A attached hereto and

incorporated herein (the “DEF Area”) and other exclusive Signage Rights and Sponsorships rights as more particularly described herein.

NOW, THEREFORE, the City and the Company, in consideration of the mutual promises and covenants set forth herein, do hereby agree as follows:

AGREEMENT

1. Payments. From January 1, 2024, through June 30, 2024, the Company agrees to pay to the City the amount of Fourteen Thousand Seven Hundred dollars (\$14,700), as provided and subject to the terms and conditions herein. Effective July 1, 2024, the Company agrees to pay to the City the amount of Eight Hundred Thousand dollars (\$800,000) in ten annual \$80,000 payments, as provided and subject to the terms and conditions herein. City shall use this payment solely to pay operating and maintenance expenses for the Project or to pay the principal, interest, redemption premiums, and other expenses when due on debt related to the Property other than the State Grant, all in accordance with Minn. State. § 16A.695 and The Fourth Order Amending Order of Commissioner of Finance: Related to Use and Sale of State Bond Financed Property (“Commissioner’s Order”).

Within thirty (30) days of the end of each 12 month period in the term, starting on the effective date of this agreement (each such 12 month period shall be referred to herein as an “Agreement Year”), City agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of all of the payments received under all use contracts at the Project and the operating and maintenance expenses for the Project for the then just-completed Agreement Year (“Reconciliation Statement”). If for any Agreement Year the payments received under all use contracts at the Project collected for the prior Agreement Year exceed the operating and maintenance expenses for the Project for such prior Agreement Year based upon the City’s Reconciliation Statement, then the City shall immediately refund to the Company its pro rata share of any overpayment.

2. 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 Company authorizing body approving 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 the City's 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.
3. Exclusive Recognition. In recognition of the Company's contributions to the funding of the Project, the City hereby grants to the Company the following rights and exclusive recognitions:
 - a. Naming Rights. The City hereby agrees the Company will have the exclusive right to be named on DEF Area. The City agrees it shall not grant naming rights to any other Company for any other main facility of the Project. For purposes of this paragraph main facility means the following: the entire building facility consisting of the West and East Venues located at 1401 NW 3rd Avenue, Grand Rapids, MN 55744.
 - b. Signage Recognition. The City hereby agrees the Company will have the exclusive right to be named on signage, paid for by Company, in relation to the DEF Area and other sponsorship recognition signs, as determined by the City. The City agrees it shall not grant signage rights to any other Company for any other main facility of the Project but may include other Company's sponsorship recognition signs.
4. No Joint Venture. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint venturers and neither party shall have the power to obligate or bind the other in any manner whatsoever.
5. Term. The exclusive recognition rights of this Agreement shall commence on January 1, 2024 and continue until June 30, 2034. The City is not required to renew the contract at such time and may at its sole discretion and option allow this Agreement to expire. The Company shall have the right of first refusal for future recognition rights for the project's DEF Area and as the exclusive Company main facility sponsor at the Project. Until June 30, 2034, the City shall not enter into an agreement with another entity for recognition rights for the Project DEF Area or with a Company for another main facility sponsorship without first offering the Company the opportunity to contract for said recognition rights on substantially the same terms as offered to such other entity pursuant to this Section. If the City chooses to pursue an agreement with another entity, the City must provide notice to the Company within ten (10) business days of reaching a tentative agreement with the other entity. The notice shall include the terms and conditions of the tentative agreement with the other entity. The Company will have ten (10) days after its receipt of the City's notice to respond in writing either expressing the Company's desire to either (1) enter into an agreement with substantially similar terms and conditions as the agreement with the other entity, in which case the City may only contract for said recognition rights with the Company and must not enter into the proposed contract with the other entity; or (2)

waive the Company’s right of first refusal. If the City does not receive a response from the Company within ten (10) business days after the City’s notice, such non-response shall be deemed to be the Company’s waiver of its right of first refusal, and the City may enter into the agreement with the other entity.

- 6. Voluntary and Knowing Action. The Parties, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- 7. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- 8. Notices. All notices and other communications required or permitted under this Contract 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. The Parties’ representatives for notification for all purposes are:

CITY:
Tom Pagel
City Administrator
420 North Pokegama Avenue
Grand Rapids, MN 55744
Phone: 218.326.7626
Email: tpagel@grandrapidsmn.gov

COMPANY:
Tate Johnson
President, Yanmar Compact Equipment North America
840 Lily Lane
Grand Rapids, MN 55744
Phone: 763.242.6369
Email: tate_johnson@yanmar.com

- 9. 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.

10. Indemnification.

- a. Company shall indemnify, protect, save, and hold harmless City, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. Nothing in this Contract shall be construed to waive any immunities or limitations to which City is entitled under Minn. Stat. Chapter 466 or otherwise.
- b. City shall indemnify protect, save, and hold harmless the Company, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of City or its agents, employees, contractors or subcontractors with respect to City's performance of its obligations under this Contract. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

11. 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 Project 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 Company, or in the event that the City is no longer authorized by law to own the Property or operate the Project.

- 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 Project for the Governmental Program. The City will give the Company 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 Company 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.
- h. Annual review. The City and/or its assigns, will meet with Company annually to review performance.

12. 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. City agrees, upon direction from the State of Minnesota, Commissioner of Minnesota Management and Budget (Commissioner), to take such action and furnish such documents as the Commissioner determines to be necessary to ensure that interest paid on the Tax-Exempt Bonds used to improve the Property is exempt from federal taxation.
- c. The Company 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.
- d. Within 30 days of the end of each 12 month period in the Agreement term, starting on the Effective Date of the Agreement (each such 12 month period shall

be referred to herein as “Agreement Year”), City agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of all the rent received and the operating and maintenance expenses for the Grand Rapids IRA Civic Center (“Facility”) for the then just-completed Agreement Year (“Reconciliation Statement”). If for any Agreement Year the rent collected for Facility for the prior Agreement Year exceeds the operating and maintenance expenses for the Facility for such prior Agreement Year, based upon the City’s Reconciliation Statement, then City shall immediately refund to Company any overpayment. The Company shall provide evidence of such refund to the Commissioner of the Department of Management and Budget, his or her successor or assigns, within 30 days of the end of such Agreement Year.

13. State Right to Access Records. The Parties shall each take any such actions and provide any records or other information related to the Property to the Commissioner as the Commissioner shall determine necessary to ensure that the interest to be paid on the GO Bonds supporting the Grant is exempt from federal taxation.
14. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.
15. 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 Company and approved in writing by the Commissioner of Minnesota Management and Budget.
16. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Company 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 Company and involve transactions relating to this Contract. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.
17. 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.
18. 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.

19. Governing Law. This Contract shall be deemed to have been made and accepted in Stearns 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.
20. 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 Company 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 Company understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Company in performing those functions that the City would perform is subject to the requirements of the Act, and the Company must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Company 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.
21. 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.
22. 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.
23. 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.
24. Recitals. The Recitals set forth above are incorporated into and are made a part of this Amendment.
25. 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.

26. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party of Parties, and any undischarged obligations of City and the Company arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
27. 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

Yanmar Compact Equipment North America

By: _____
(Signature)
Title: President
Print Name: Tate Johnson

Date: _____

CITY OF GRAND RAPIDS:

By: _____
_____, Its Mayor

Date: _____

By: _____
_____, Its City Clerk

Date: _____

Exhibit A:
DEF Area Location

1. Effective January 1, 2024, the IRA Civic Center will be renamed 'Yanmar Arena'. This name will be used in all advertising and/or broadcasts of events that take place on the premises and all employee correspondence.
2. Company will lease to the city a compact track loader with snowblower and brush attachments for \$1 per year, with the understanding that it will be displayed outside the East Entrance doors when not in use. The city will be responsible for damages and maintenance to the equipment which will be performed by the Yanmar Company Store at a reduced rate.
3. Company will have exclusive use of the 'Viewing Suite' for all boys and girls high school hockey games, first right for youth games, and the ability to brand the suite.
4. Company will have the ability to brand the upper lobby meeting space and utilize the meeting space up to 6 times annually at no cost.
5. Company will have an ad on one entire Zamboni for branding.
6. Company will have center-ice logos in all three ice sheets.
7. Company will have two (2) wall sign ads in the West Venue.
8. Company will have two (2) dasher board ads in the West Venue.
9. Company may install window decals on the entrance doors, entrance building signage, an informational kiosk in the main lobby, and supply City employee apparel at no cost.
10. Company is responsible for the production of all advertising materials.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

AGENDA ITEM: Consider appointment of Brooks Bachmann and Brevon Lesner to the positions of Police Officer with the Grand Rapids Police Department.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

City Council authorized Human Resources to post, interview, and hire for open Police Officer positions. From our posting, the City received four (4) applications. The interview committee interviewed all four (4) applicants and are recommending the appointment of the following individuals:

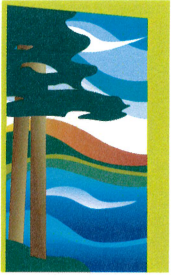
Brooks Bachmann, to the position of Police Officer, subject to successful completion and passing of a background check, drug testing, physical examination, and psychological testing. A start date will be determined at a later date, based on the results of the pre-employment testing. Brooks Bachmann is from Grand Rapids. He has a Bachelor of Science Degree from Bemidji State University, majoring in Environmental Studies, with a minor in Criminal Justice and Wildlife Biology. He's been on the Dean's List, and President's List. He's played collegiate baseball. He is strongly committed to the Grand Rapids area, and he will be an asset to the Grand Rapids Police Department. Based on the current Law Enforcement Labor Services (LELS) Agreement, the Memorandum of Understanding approved at the March 13, 2023, City Council Meeting, and the Memorandum of Agreement approved at the February 12, 2024, City Council Meeting, Brooks will be starting as a new Police Officer with a starting wage of \$30.72 per hour and will follow the schedule for a new Police Officer for placement on the Flexible Time Off (FTO) table.

Brevon Lesner, to the position of Police Officer, subject to successful completion and passing of a background check, drug testing, physical examination, and psychological testing. A start date will be determined at a later date, based on the results of the pre-employment testing. Brevon Lesner currently works part-time as a Police Officer in Hill City. He has previous experience working as a Security Officer with Midwest Patrol, Community Resource Officer with the Brainerd Police Department, and works Security at Craguns Resort. Brevon has many certifications and licenses applicable to his upcoming work with GRPD. He is enthusiastic and eager to get started with his career. He will also be an asset to the Grand Rapids Police Department.

In the event the pre-employment testing carries into 2025, for either Police Officer, they will follow the 2025 salary and FTO schedule for a new Police Officer, as stated in the above-mentioned documents.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Brooks Bachmann and Brevon Lesner to the positions of Police Officer, subject to successful completion and passing of a background check, drug testing, physical examination, and psychological testing, with a start date to be determined at a later date, based on the results of the pre-employment testing, with salary and FTO placement as listed above.



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

ADMINISTRATION DEPARTMENT

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

September 11, 2024

Mr. Brooks Bachmann

Dear Brooks,

Please consider this letter as a conditional offer of employment for the position of Police Officer for the City of Grand Rapids Police Department. Following is an outline of the terms and conditions of your pending employment.

Upon your signed and returned agreement with the terms and conditions stated herein, your appointment to the position of Police Officer will be presented to the City Council at their subsequent City Council Meeting on September 23, 2024, and is subject to the successful completion of a background check, pre-employment medical exam, psychological exam, and drug screening.

Should you accept this conditional offer, the starting date of your employment is to be determined (TBD), based on the length of time necessary to successfully complete and pass the background check and all other conditions of employment. The starting hourly salary will be \$30.72, based on the current LELS Agreement, Memorandum of Understanding approved by City Council on March 13, 2023, and Memorandum of Agreement approved by City Council on February 12, 2024.

- You will need to successfully pass a *Driver's License Check*. We will contact you regarding the details of completing this form, prior to your pending start date.
- You will need to successfully complete and pass a medical examination with Occupational Medicine at Grand Itasca Clinic and Hospital. We will contact you regarding the details of getting this scheduled, prior to your pending start date.
- You will need to successfully complete and pass a psychological evaluation. We will contact you regarding getting this scheduled, prior to your pending start date.

- You will need to successfully complete and pass drug screening at Northern Drug Screening. We will contact you regarding completion of your drug screening, prior to your pending start date.
- 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 the City will be provided to you during this meeting.

Start Date: Your first date of employment will be subject to the successful completion of the above conditions.

Compensation: Based on the current LELS Agreement and Memorandum of Understanding, your beginning hourly wage will be \$30.72 per hour, and you will be scheduled for 84-hours each pay period, equivalent to a base wage of \$67,092.48 annually. Beginning January 1, 2025, your hourly salary will increase to \$32.34 per hour or \$70,630.56 annually.

Representation: Law Enforcement Labor Services (LELS) – See attached Bargaining Agreement.

Benefits: See attached copy of our current Benefit Summary.


Health Insurance: The City of Grand Rapids pays 100% of the premium for family coverage. Your coverage will begin on the 1st of the month following 30 days of employment.

Flexible Time Off: Upon employment, you will accrue FTO at 4.62 hours for each 80-hour pay period based on the City FTO schedule and Memorandum of Understanding approved by City Council on March 13, 2023.

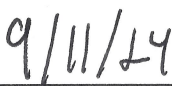
On behalf of the City of Grand Rapids, welcome and congratulations! We look forward to working with you.

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. Please provide me with a signed copy of this offer letter by no later than Friday, September 13, 2024, by 12:00 noon.



Brooks Bachmann

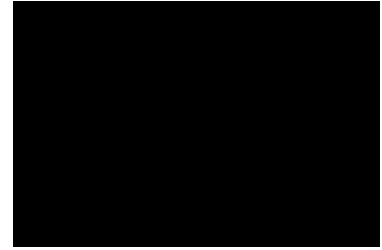


Date

Sincerely,

Chery Pierzina
Human Resources Officer

cc: Personnel File
Payroll

Brooks Bachmann



Patrol Officer

Grand Rapids

Dear City of Grand Rapids,

Law enforcement is something that I've wanted to do since I was a teenager. To me, it's a profession that allows you to help people and gives an opportunity to experience unique situations and find yourself in circumstances that are out of the ordinary. I would look forward to meeting, and working with, members of the community to provide a positive experience with law enforcement in a time where the relationship between police and the public is anything but stable.

I started out as wanting to be on the conservation side of law enforcement, with the hope of working with the Department of Natural Resources. However, as I was going through the skills program at Hibbing, I genuinely enjoyed the coursework there and it tilted my opinion to wanting to work as a patrol officer. I've learned a lot from my classes through Bemidji State and Hibbing but there's so much more to learn from this profession and I look forward to a chance to grow through experience instead of just in a classroom.

Being from Grand Rapids, I would love the chance to begin my law enforcement career with an agency somewhat close to home in an area in which I'm pretty familiar with. I believe I have the traits necessary to perform at this job, as I work well with others and can communicate and hold conversations with people that are strangers to me. I have the ability to show empathy and compassion while being able to be serious if the situation calls for it. Law enforcement is a constantly changing profession and I would greatly appreciate having a chance to be a part of it.

I appreciate your time reading this and am excited to hear from you in the future.

Yours Sincerely,

Brooks Bachmann

Brooks Bachmann



Education:

December 2021

Bemidji State University, Bemidji, MN

Bachelor of Science Degree

Major: Environmental Studies (3.85)

Minor(s): Criminal Justice (4.00), Wildlife Biology (3.77)

Employment:

Aquatic Invasive Species Control and Monitoring Technician

May 2020 - August 2022

- Identifying and controlling various aquatic invasive species
- Using techniques such as herbicides and mechanical removal to manage invasive species
- Collection and lab analysis of zebra mussel veliger samples
- Operation of a variety of watercraft, including operating and backing up a boat

Bartender

June 2022 – Present

- Serving food and drinks to general public
- Providing fast and friendly service
- Holding conversations with a variety of people
- Managing intoxicated people to prevent extreme disturbances in the establishment

Landscaper

May 2019 – August 2019

- Variation of landscaping duties from laying mulch to making rock walls and stone steps
- Learned safe and eco-friendly ways to accomplish these tasks
- Had to work as a team to complete the jobs in as effective of a way as possible

Extracurriculars and Accomplishments:

- Dean's list
- President's list
- Collegiate baseball
 - Gave great experiences on both team work and how to persevere through failure
- Geography Club
- Graduated the skills program from Minnesota North Hibbing Campus
- EMR Certified

Employment Application

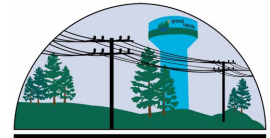
Item 16.



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

420 N. Pokegama Avenue
Grand Rapids, MN 55744
(218)326-7606
(218)326-7608 Fax
www.cityofgrandrapids.com

500 SE 4th Street
Grand Rapids, MN 55744
(218)326-7024
(218)326-7698 Fax
www.grpuc.org



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

Equal Opportunity Employers

Please complete by printing in ink or typing. The application must be signed for employment consideration.

Thank you for considering employment with the City of Grand Rapids and Grand Rapids Public Utilities. We welcome you as an applicant and look forward to reviewing your application information. It is our policy to provide equal opportunity in employment. The City of Grand Rapids and Grand Rapids Public Utilities will not discriminate on the basis of race, color, creed, age, religion, national origin, marital status, disability, sex, sexual orientation, familial status, status with regard to public assistance, local human rights commission activity, or any other basis protected by law.

Please furnish complete information on the application form, so we may accurately and completely assess your qualifications. You may attach any other information that provides additional details about your qualifications for employment in the position you seek. Please refer to the Applicant Data Practices Advisory for guidance regarding how your application information will be used, the consequences of providing or not providing information, and more.

The City of Grand Rapids and Grand Rapids Public Utilities accommodates qualified persons with disabilities in all aspects of employment, including the application process. If you believe you need a reasonable accommodation to complete the application process, please contact Human Resources at 218-326-7606.

PERSONAL INFORMATION

NAME Last Bachmann	First Brooks	Middle Garrison	POSITION APPLIED FOR: Patrol Officer
MAILING ADDRESS [REDACTED]			TODAY'S DATE: 8/22/2024
			DATE AVAILABLE TO WORK: 9/1/2024
			STATUS DESIRED: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal
			EMAIL ADDRESS: [REDACTED]
Are you a U.S. citizen or do you have legal Authorization to work in the U.S.? Proof of age and/or eligibility to work may be requested.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Do you have a valid driver's license? (For driving positions only)
			YES <input checked="" type="checkbox"/>
			NO <input type="checkbox"/>
Will your continued employment require employer sponsorship?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are you <u>under</u> 18 years of age?
			<input type="checkbox"/>
			<input checked="" type="checkbox"/>

EDUCATIONAL INFORMATION

School Name, City and State		Major Area of Study
High School:	Diploma <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO GED <input type="checkbox"/> YES <input type="checkbox"/> NO	
College:	Degree Completed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> Associates <input checked="" type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	Envr Studies/Crim Justice
Graduate School:	Degree Completed: <input type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input checked="" type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	
Technical or Vocational Programs:	(indicate type of certificate earned) Skills Program at Hibbing	Law Enforcement

List any other courses, seminars, workshops, or training you have that may provide you with skills related to this position:
A wide range of courses taken at both Bemidji and Hibbing that provided a lot of detail on what's to be expected and how to handle certain situations. EMR classes as well.

List any current licenses or certificates you possess which may be related to this position:
POST eligible, EMR certified

List any current registration(s) or membership(s) related to the position for which you are applying:

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION			
EMPLOYER Dutchroom	DATES EMPLOYED		JOB TITLE: Bartender
	FROM	TO	
ADDRESS 702 NW 4th St	June '22	Now	NAME OF LAST SUPERVISOR: Brandi Miskovich
CITY, STATE, ZIP Grand Rapids, MN, 55744	DESCRIBE YOUR WORK IN THIS JOB: Providing quality and quick customer service, meeting and visiting with a wide range of people, dealing with drunk people frequently.		
TELEPHONE Area Code + Number 218-259-8749			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING:			

PREVIOUS EMPLOYMENT INFORMATION			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER Itasca Soil and Water	DATES EMPLOYED		JOB TITLE: Invasive Species Tech
	FROM	TO	
ADDRESS 1895 IJS-2	May '20	Sept '22	NAME OF LAST SUPERVISOR: Chris Evans
CITY, STATE, ZIP Grand Rapids, MN, 55744	DESCRIBE YOUR WORK IN THIS JOB: Identifying and controlling populations of a variety of local invasive Species.		
TELEPHONE Area Code + Number 218-326-5573			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Wanted year-round job			

EMPLOYER Home Depot	DATES EMPLOYED		JOB TITLE: Freight, hardware, millwork, lumber
	FROM	TO	
ADDRESS 2425 Middle School Ave	Sept '21	May '22	NAME OF LAST SUPERVISOR: Joe Lindseth
CITY, STATE, ZIP Bemidji, MN, 56601	DESCRIBE YOUR WORK IN THIS JOB: Providing help and assistance to customers that need it, along with unloading trucks and supplying shelves.		
TELEPHONE Area Code + Number 218-759-4007			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Moved back to Grand Rapids after coll			

PREVIOUS EMPLOYMENT INFORMATION CONTINUED

List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.

EMPLOYER New Sight Landscape and Design	DATES EMPLOYED		JOB TITLE: Landscaper
	FROM	TO	
ADDRESS Run through home	May '21	Aug '21	NAME OF LAST SUPERVISOR: Darrin Busching
CITY, STATE, ZIP Cohasset, MN, 55721	DESCRIBE YOUR WORK IN THIS JOB: Various landscaping duties, laying pavers, organizing rock walls, laying sod.		
TELEPHONE Area Code + Number 218-328-5327			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Left for school			

EMPLOYER Rajala Mill Co	DATES EMPLOYED		JOB TITLE: Young tree management
	FROM	TO	
ADDRESS 300 Rajala Mill Rd	May '16	Aug '18	NAME OF LAST SUPERVISOR: John Rajala
CITY, STATE, ZIP Bigfork, MN, 56628	DESCRIBE YOUR WORK IN THIS JOB: Pruning and bud capping trees out on land owned by Rajala Mill		
TELEPHONE Area Code + Number 218-743-3333			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Left for school			

EMPLOYER	DATES EMPLOYED		JOB TITLE:
	FROM	TO	
ADDRESS			NAME OF LAST SUPERVISOR:
CITY, STATE, ZIP	DESCRIBE YOUR WORK IN THIS JOB:		
TELEPHONE Area Code + Number			
May we contact this employer? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING:			

UNPAID EXPERIENCE

Describe any unpaid or volunteer experience relevant to the position for which you are applying (you may include, if you wish, information which would reveal race, sex, religion, age, disability, or other protected status).
Volunteer for the TIP banquet each year

MILITARY EXPERIENCE

Did you serve in the U.S. Armed Forces?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Describe your duties:		
Do you wish to apply for Veteran's Preference points:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If you answered "yes," you must complete the enclosed application for Veterans' Preference Points, and submit the application and required documentation to the City of Grand Rapids by the application deadline of the position for which you are applying.		

AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING

I certify that all information I have provided in this application for employment is true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume or any other materials, or during any interviews, can be justification for refusal of employment, or if employed, will be grounds for dismissal, regardless of length of employment or when the misrepresentation or omission is discovered.

I understand that submission of an application does not guarantee employment. I acknowledge that I have received a copy of the job description summary for the position/s for which I am applying. I further acknowledge my understanding that employment with the City of Grand Rapids and/or Grand Rapids Public Utilities is "at will," and that employment may be terminated by either the City of Grand Rapids, Grand Rapids Public Utilities, or me at any time, with or without notice. I understand that none of the documents, policies, procedures, actions, statements of the City of Grand Rapids, Grand Rapids Public Utilities, or its representatives used during the employment process is deemed a contract of employment, real or implied. I further understand that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the City of Grand Rapids and/or Grand Rapids Public Utilities. In consideration for employment, if employed, I agree to conform to the rules, regulations, policies, and procedures of the City of Grand Rapids and/or Grand Rapids Public Utilities at all times and understand that such obedience is a condition of employment.

I understand that if offered a position with the City of Grand Rapids or Grand Rapids Public Utilities, I may be required to submit to a pre-employment medical and psychological examination, drug screening and background check as a condition of employment. I understand that unsatisfactory results from, refusal to cooperate with, or any attempt to affect the results of these pre-employment tests and checks will result in withdrawal of any employment offer or termination of employment, if already offered.

With my signature below, I am providing the City of Grand Rapids and/or Grand Rapids Public Utilities authorization to verify all information I provided within this application packet, including contacting current or previous employers. However, I understand that if, in the Employment Experience section I have answered "No" to the question, "May we contact your current employer?," contact with my current employer will not be made without my specific authorization.

I have read the included Applicant Data Practices Advisory, and I further understand that criminal history checks may be conducted (after I have been selected for an interview, in the case of non-public safety positions) and that a conviction of a crime related to this position may result in my being rejected for this job opening. I also understand it is my responsibility to notify the City of Grand Rapids and/or Grand Rapids Public Utilities, in writing, of any changes to information reported in this application for employment.



Signature

8/22/2024

Date

Name and telephone number of person completing this form if other than applicant: _____



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

ADMINISTRATION DEPARTMENT

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

September 10, 2024

Mr. Brevon Lesner

Dear Brevon,

Please consider this letter as a conditional offer of employment for the position of Police Officer for the City of Grand Rapids Police Department. Following is an outline of the terms and conditions of your pending employment.

Upon your signed and returned agreement with the terms and conditions stated herein, your appointment to the position of Police Officer will be presented to the City Council at their subsequent City Council Meeting on September 23, 2024, and is subject to the successful completion of a background check, pre-employment medical exam, psychological exam, and drug screening.

Should you accept this conditional offer, the starting date of your employment is to be determined (TBD), based on the length of time necessary to successfully complete and pass the background check and all other conditions of employment. The starting hourly salary will be \$30.72, based on the current LELS Agreement, Memorandum of Understanding approved by City Council on March 13, 2023, and Memorandum of Agreement approved by City Council on February 12, 2024.

- You will need to successfully pass a *Driver's License Check*. We will contact you regarding the details of completing this form, prior to your pending start date.
- You will need to successfully complete and pass a medical examination with Occupational Medicine at Grand Itasca Clinic and Hospital. We will contact you regarding the details of getting this scheduled, prior to your pending start date.
- You will need to successfully complete and pass a psychological evaluation. We will contact you regarding getting this scheduled, prior to your pending start date.

- You will need to successfully complete and pass drug screening at Northern Drug Screening. We will contact you regarding completion of your drug screening, prior to your pending start date.
- 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 the City will be provided to you during this meeting.

Start Date: Your first date of employment will be subject to the successful completion of the above conditions.

Compensation: Based on the current LELS Agreement and Memorandum of Understanding, your beginning hourly wage will be \$30.72 per hour, and you will be scheduled for 84-hours each pay period, equivalent to a base wage of \$67,092.48 annually. Beginning January 1, 2025, your hourly salary will increase to \$32.34 per hour or \$70,630.56 annually.

Representation: Law Enforcement Labor Services (LELS) – See attached Bargaining Agreement.

Benefits: See attached copy of our current Benefit Summary.

Health Insurance: The City of Grand Rapids pays 100% of the premium for family coverage. Your coverage will begin on the 1st of the month following 30 days of employment.

Flexible Time Off: Upon employment, you will accrue FTO at 4.62 hours for each 80-hour pay period based on the City FTO schedule and Memorandum of Understanding approved by City Council on March 13, 2023.

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.

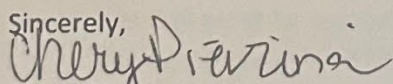
Please sign below to indicate agreement with the terms and conditions of employment. Please provide me with a signed copy of this offer letter by no later than Friday, September 13, 2024, by 12:00 noon.



Brevon Lesner

9/12/24

Date

Sincerely,

 Chery Pierzina
 Human Resources Officer

cc: Personnel File
 Payroll

Brevon Lesner

Authorized to work in the US for any employer

Work Experience

Police Officer Part Time - Hill City

Hill City Police Department-Hill City, MN

July 2024 to Present

Recently started at Hill City, currently waiting for my license to be activated. I have worked a few shifts with the department to get familiar with their systems however, I have been limited on what I can do and carry until my license is officially activated. Psych test has been completed and background is almost finished.

Hockey Referee

USA Hockey-Moorhead, MN

September 2015 to Present

My job as an official includes performing basic responsibilities that are included in a hockey game. (Calling infractions, signaling goals, etc.)

Patrol Officer

GSSC Security-Saint Cloud, MN

August 2021 to May 2024

I am a Security officer in St. Cloud Minnesota and am currently apart of the Patrol Division. I patrol contracted properties with a squad vehicle and respond to calls as needed. I am certified in CPR and defensive tactics and work with one to two other patrol officers during my shift. It is my job to ensure the safety of people who are on our contracted properties.

Community Resource Officer

Brainerd Police Department-Brainerd, MN

September 2021 to July 2022

Write parking citations, assist officers, transport squad vehicles, assist in events, wash squad vehicles, cite parking citations in LETG, deliver paperwork and mail to Crow Wing County and the post office, and maintain a strong police presence in the Brainerd area.

Concrete Finisher/Laborer

American Concrete and Excavation LLC-Moorhead, MN

May 2021 to August 2021

Excavation of land and preparation for laying concrete. Laying out concrete and finishing.

C-Store Clerk

Fleet Farm-Fargo, ND

December 2019 to September 2020

Provide excellent customer service to customers and complete tasks that come along with the c-store. (Keeping food and drinks stocked, occasionally fixing car wash, bagging pumps, and completing the daily cleaning list)

Down Stocker

Menards-Moorhead, MN

June 2019 to December 2019

Bring down stock to the sales floor, provide excellent customer service and complete other duties assigned by the Hardware department.

Cashier/Cook

Tastee Freez-Moorhead, MN

June 2017 to May 2019

Take orders and handle customers in a respectful manner. Make icecream and other treats for customers. Cook food and handle "hot food" orders that come to the back.

(I sometimes pick up shifts from time to time when they need me but I do not hold a part time position or a full time position here currently)

Education

Associate's degree in Law Enforcement

Central Lakes College-Brainerd - Brainerd, MN

August 2021 to Present

High school diploma or GED

Central Lakes College-Brainerd - Brainerd, MN

August 2020 to Present

Skills Certificate Law Enforcement in Law Enforcement

Central Lakes College-Brainerd - Brainerd, MN

May 2023 to July 2023

Skills

- Customer Service (6 years)
- Computer skills (3 years)
- Firearms (10+ years)
- Communication skills (8 years)
- Security (3 years)
- Defensive Tactics (2 years)
- CPR (2 years)

Certifications and Licenses

Crimes in Progress, Firearms, Tactical Communication, Use Of Force

July 2023 to Present

Axon Training Certificate (X26p Certification Course)

July 2023 to Present

Chemical Aerosol Exposure

May 2023 to Present

Emergency Vehicle Operations Course Certificate

July 2023 to Present

Radar/Lidar Certification

July 2023 to Present

Threat Pattern Recognition Use of Force Training Certificate

May 2023 to May 2024

Mental Health First Aid

June 2023 to June 2026

SFST/ARIDE

July 2023 to July 2024

Occupant Protection and Usage Enforcement

June 2023 to Present

CPR Certification

September 2022 to September 2024

Additional Information

Currently Post Eligible and within a week, I expect to be Post licensed.

Employment Application

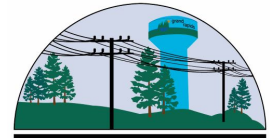
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Please complete by printing in ink or typing. The application must be signed for employment consideration.

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Please furnish complete information on the application form, so we may accurately and completely assess your qualifications. You may attach any other information that provides additional details about your qualifications for employment in the position you seek. Please refer to the Applicant Data Practices Advisory for guidance regarding how your application information will be used, the consequences of providing or not providing information, and more.

The City of Grand Rapids and Grand Rapids Public Utilities accommodates qualified persons with disabilities in all aspects of employment, including the application process. If you believe you need a reasonable accommodation to complete the application process, please contact Human Resources at 218-326-7606.

PERSONAL INFORMATION

NAME Last Lesner	First Brevon	Middle James	POSITION APPLIED FOR: Full-Time Police Officer
MAILING ADDRESS [REDACTED]			TODAY'S DATE: 8/23/24
			DATE AVAILABLE TO WORK: 09/15/24
			STATUS DESIRED: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal
			EMAIL ADDRESS: [REDACTED]
Are you a U.S. citizen or do you have legal Authorization to work in the U.S.? Proof of age and/or eligibility to work may be requested.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Do you have a valid driver's license? (For driving positions only)
Will your continued employment require employer sponsorship?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/>
			NO <input type="checkbox"/>
			Are you <u>under</u> 18 years of age? <input type="checkbox"/>
			NO <input type="checkbox"/>

EDUCATIONAL INFORMATION

School Name, City and State		Major Area of Study
High School: Moorhead High	Diploma <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO GED <input type="checkbox"/> YES <input type="checkbox"/> NO	
College: Central Lakes College	Degree Completed: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	Criminal Justice and Law Enforcement
Graduate School:	Degree Completed: <input type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	
Technical or Vocational Programs: Central Lakes College	(indicate type of certificate earned) LE Skills	

List any other courses, seminars, workshops, or training you have that may provide you with skills related to this position:
 2 years working patrol division for GSSC in St. Cloud

List any current licenses or certificates you possess which may be related to this position:
 Skills Certificate
 EMR Certified
 Associates in Criminal Justice and Law Enforcement
 About to be Post Licenced through Hill City Police

List any current registration(s) or membership(s) related to the position for which you are applying:

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION			
EMPLOYER Hill City Police	DATES EMPLOYED		JOB TITLE: Part-Time Police Officer
	FROM	TO	
ADDRESS 111 SW Henrietta Ave, Hill City, MN 55748	07/02/24		NAME OF LAST SUPERVISOR: Ron Saxton
CITY, STATE, ZIP Hill City, Minnesota, 55748	DESCRIBE YOUR WORK IN THIS JOB: Patrol city limits, run traffic, engage in the community through various events, traffic control for large events when needed. Respond to calls of service.		
TELEPHONE Area Code + Number 2186978210			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Currently still employed, in need of FT			

PREVIOUS EMPLOYMENT INFORMATION			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER Midwest Patrol - St. Cloud	DATES EMPLOYED		JOB TITLE: Security - Patrol Division
	FROM	TO	
ADDRESS 574 F Saint Germain St	8/21/21	05/03/24	NAME OF LAST SUPERVISOR: Jason Mehr
CITY, STATE, ZIP St. Cloud, MN, 56301	DESCRIBE YOUR WORK IN THIS JOB: Patrol contracted properties by car and on foot, respond to calls of service, write a detailed report each night on what happened.		
TELEPHONE Area Code + Number 3202523794			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Better opportunities closer to home			

EMPLOYER Craguns Resort	DATES EMPLOYED		JOB TITLE: Security
	FROM	TO	
ADDRESS 11000 Craguns Dr	05/03		NAME OF LAST SUPERVISOR: Jerry Opay
CITY, STATE, ZIP Brainerd, Minnesota, 56401	DESCRIBE YOUR WORK IN THIS JOB: Patrol resort property, shuttle guests, assist with maintenance, open and close areas on the resort.		
TELEPHONE Area Code + Number 8002724867			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Currently Employed			

PREVIOUS EMPLOYMENT INFORMATION CONTINUED			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER Brainerd Police Department	DATES EMPLOYED		JOB TITLE: Community Service Officer
	FROM	TO	
ADDRESS 225 E River Rd	09/01/21	07/27/22	NAME OF LAST SUPERVISOR: John Davis
CITY, STATE, ZIP Brainerd, MN, 56401	DESCRIBE YOUR WORK IN THIS JOB: Write parking citations, assist with police department duties, deliver court documents to and from the department, assist officers with training, utilize LETG for citations and other incidents.		
TELEPHONE Area Code + Number 2188292805			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Resigned			

EMPLOYER American Concrete and	DATES EMPLOYED		JOB TITLE: Laborer
	FROM	TO	
ADDRESS 1910 15th St S	05/01/21	08/16/21	NAME OF LAST SUPERVISOR: Justin Nygaard
CITY, STATE, ZIP Fargo, ND, 58103	DESCRIBE YOUR WORK IN THIS JOB: Lay down concrete, excavate driveway and walkways for pouring concrete, assist with other miscellaneous tasks.		
TELEPHONE Area Code + Number 7012125924			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Moved to Brainerd			

EMPLOYER Central Lakes College	DATES EMPLOYED		JOB TITLE: Security
	FROM	TO	
ADDRESS 501 W College Dr	08/16/23	05/15/24	NAME OF LAST SUPERVISOR: Troy Schreffels
CITY, STATE, ZIP Brainerd, MN, 56401	DESCRIBE YOUR WORK IN THIS JOB: Patrol campus, assist with events, open and close campus, utilize LETG for reports.		
TELEPHONE Area Code + Number 8009330346			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Graduated from college			

UNPAID EXPERIENCE

Describe any unpaid or volunteer experience relevant to the position for which you are applying (you may include, if you wish, information which would reveal race, sex, religion, age, disability, or other protected status).

MILITARY EXPERIENCE

Did you serve in the U.S. Armed Forces? Yes No

Describe your duties:

Do you wish to apply for Veteran's Preference points: Yes No

If you answered "yes," you must complete the enclosed application for Veterans' Preference Points, and submit the application and required documentation to the City of Grand Rapids by the application deadline of the position for which you are applying.

AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING


I certify that all information I have provided in this application for employment is true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume or any other materials, or during any interviews, can be justification for refusal of employment, or if employed, will be grounds for dismissal, regardless of length of employment or when the misrepresentation or omission is discovered.

I understand that submission of an application does not guarantee employment. I acknowledge that I have received a copy of the job description summary for the position/s for which I am applying. I further acknowledge my understanding that employment with the City of Grand Rapids and/or Grand Rapids Public Utilities is "at will," and that employment may be terminated by either the City of Grand Rapids, Grand Rapids Public Utilities, or me at any time, with or without notice. I understand that none of the documents, policies, procedures, actions, statements of the City of Grand Rapids, Grand Rapids Public Utilities, or its representatives used during the employment process is deemed a contract of employment, real or implied. I further understand that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the City of Grand Rapids and/or Grand Rapids Public Utilities. In consideration for employment, if employed, I agree to conform to the rules, regulations, policies, and procedures of the City of Grand Rapids and/or Grand Rapids Public Utilities at all times and understand that such obedience is a condition of employment.

I understand that if offered a position with the City of Grand Rapids or Grand Rapids Public Utilities, I may be required to submit to a pre-employment medical and psychological examination, drug screening and background check as a condition of employment. I understand that unsatisfactory results from, refusal to cooperate with, or any attempt to affect the results of these pre-employment tests and checks will result in withdrawal of any employment offer or termination of employment, if already offered.

With my signature below, I am providing the City of Grand Rapids and/or Grand Rapids Public Utilities authorization to verify all information I provided within this application packet, including contacting current or previous employers. However, I understand that if, in the Employment Experience section I have answered "No" to the question, "May we contact your current employer?" contact with my current employer will not be made without my specific authorization.

I have read the included Applicant Data Practices Advisory, and I further understand that criminal history checks may be conducted (after I have been selected for an interview, in the case of non-public safety positions) and that a conviction of a crime related to this position may result in my being rejected for this job opening. I also understand it is my responsibility to notify the City of Grand Rapids and/or Grand Rapids Public Utilities, in writing, of any changes to information reported in this application for employment.



Signature

08/23/24

Date

Name and telephone number of person completing this form if other than applicant: _____

IMPORTANT FACTS ABOUT INFORMATION ON YOUR APPLICATION

This application is to assist in the process of referring you for possible employment. Certain information requested on the application is private; that is, it may be released only to you or to agencies where you may be considered for employment (to comply with M.S. 13.43, Subd 2)

Private Data	Why We Ask For It	Are You Legally Obligated To Provide It?	What May Happen If You Don't Provide It
Name	To distinguish you from all other applicants	Yes	Failure to provide information may be cause for rejecting an application.
Address	To be able to send you notices	Yes	Failure to provide information may be cause for rejecting an application.
Home Telephone	To be able to contact you to determine availability for interview and to notify you when we need you to work on short notice	No	We may not be able to employ you in certain jobs where you may be required to come to work on short notice

EQUAL EMPLOYMENT OPPORTUNITY INFORMATION

The information asked of you will be used to evaluate our overall efforts in reaching all segments of the population. The following information is VOLUNTARY and CONFIDENTIAL. This information is NOT A PART of the application file and is REMOVED from the application when received by our office. The City of Grand Rapids and Grand Rapids Public Utilities appreciates your cooperation in our efforts to ensure affirmative action and equal opportunity.

Position(s) for which you are applying: **Full-Time Police Officer**

Gender: Male Female

With which racial/ethnic group do you identify?

Black or African American

Hispanic or Latino

American Indian or Alaskan Native through Tribal affiliation or community recognition

Caucasian/White

Asian

Native Hawaiian or other Pacific Islander

Two or more races

Disability status, defined as:

- 1) Has a physical or mental condition that substantially or materially limits a major life activity (such as walking, talking, seeing, hearing or learning);
- 2) Has a history of a disability (such as cancer that is in remission);
- 3) Is regarded as having such an impairment.

Do you claim disability status? Yes No

VETERANS' PREFERENCE

Complete this form ONLY if you are claiming Veterans' Preference

NOTE: VETERAN'S PREFERENCE POINTS CANNOT BE CONSIDERED WITHOUT SUPPORTING DOCUMENTATION. ATTACH COPY OF "MEMBER COPY 4" VETERAN'S DD214, OR OTHER DOCUMENTATION VERIFYING SERVICES. **DOCUMENTATION MUST BE RECEIVED BY THE APPLICATON DEADLINE OF THE POSTING IN ORDER TO BE CONSIDERED. (VETERAN IS DEFINED BY MINN. STAT. §197.447)**

You must submit a PHOTOCOPY of your "Member Copy 4" of your DD214 or other documentation verifying service to substantiate the services information requested on the form. Claims not accompanied by proper documentation will not be processed. For assistance in obtaining a copy of your "Member Copy 4" of your DD214, or other documentation verifying service, contact your County Veterans' Service Office.

The City of Grand Rapids and Grand Rapids Public Utilities operates under a point preference system, which awards points to qualified veterans to supplement their application. Ten (10) points are granted to non-disabled veterans on open competitive examinations; Fifteen (15) points are awarded if the veteran has a service connected compensable disability as certified by the U.S. Department of Veterans Affairs (USDVA).

To qualify for preference for a **competitive exam**, you must have earned a passing score and been separated under honorable conditions from any branch of the armed forces of the United States after having served on active duty for 181 consecutive days, or by reason of disability incurred while serving on active duty, or after having served the full period called **or** ordered for federal, active duty **and** be a United States citizen or resident alien. Veteran's preference may be used by the surviving spouse of a deceased veteran, who died on active duty or as a result of active duty, any by the spouse of a disabled veteran who is unable to qualify because of the disability.

To qualify for preference on a **promotional exam**, a veteran must have earned a passing exam score and received a USDVA active duty service connected disability rating of 50% or more. For a promotional exam, a qualified disabled veteran is entitled to be granted five (5) points. Disabled veterans eligible for such preference may use the five points preference only for the first promotion after securing employment with the City of Grand Rapids or Grand Rapids Public Utilities.

Claims must be made on the form below and submitted with your application by the application deadline of the position for which you are applying. If the "Member Copy 4" DD214, or other documentation verifying service, is submitted to our office separate from this sheet, please attach a note with it indicating the position for which you are applying and your present address.

Name: (Last)	(First)	(MI)	Position for which you applied:	
			Closing Date:	
Address: (Street)	(City)	(State)	(Zip)	Phone Number:
				Are you a US Citizen or Resident Alien?
				<input type="checkbox"/> Yes <input type="checkbox"/> No

VETERAN (10 POINTS):

("Member Copy 4" of DD214 or DD215, or other documentation verifying service, must be submitted to receive points)
 Honorably discharged veteran Yes No

DISABLED VETERAN (15 POINTS):

("Member Copy 4" of DD214, or other documentation verifying service, and USDVA letter of disability rating decision of 10% or more must be submitted to receive points)
 Percent of Disability: _____ %
 Have you ever been promoted within the City of Grand Rapids employment: Yes No

SPOUSE OF DECEASED VETERAN (10 points or 15 if the veteran was disabled at time of death):

("Member Copy 4" of DD214 or DD215, or other documentation verifying service, photocopy of marriage certificate, spouse's death certificate and proof veteran died on or as a result of active duty must be submitted to receive points. You are ineligible to receive points if you have remarried or were divorced from the veteran.)

Date of Death: _____ Have you remarried? Yes No

SPOUSE OF DISABLED VETERAN (15 points):

("Member Copy 4" of DDE214 or DD215, or other documentation verifying service, and USDVAQ letter of disability rating decision of 10% or more must be submitted to receive points).

How does Veteran's disability prevent performance of a stated job "requirement?" Due to the veteran's service-connected disability the veteran is unable to qualify for this position because (be specific):

Thank you for your military service and for your interest in employment with the City of Grand Rapids and Grand Rapids Public Utilities. Please contact Human Resources at 218-326-7606 if you have questions regarding veteran's preference.

AFFIDAVIT: I hereby claim Veteran's Preference points for this examination and swear/affirm that the information given is true, complete and correct to the best of my knowledge. I hereby acknowledge that I am responsible to obtain the required Veterans' Preference verification documents and submit them to the City of Grand Rapids or Grand Rapids Public Utilities by the required deadline.

Signature

Date



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

AGENDA ITEM: Consider entering into a Fireworks Display Agreement with Premier Pyrotechnics, Inc. for a Fireworks Show to take place on July 4, 2025.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

We are planning to hold the annual fireworks show at Pokegama Golf Course on Friday, July 4, 2025. I am recommending hiring a new company this year as their quote (the same price as last year) includes 3,170 shots compared to the 1,614 shots provided by last year's vendor. I called several references and received very positive feedback. The Agreement for \$21,000 is attached for your review. We will again request funding from Harris Township, the City of Cohasset, and the Greater Pokegama Lake Association to help cover the cost.

REQUESTED COUNCIL ACTION:

Make a motion to enter into a Fireworks Display Agreement with Premier Pyrotechnics for a Fireworks Show to take place on July 4, 2025.



*Our Mission...
"A Dedication to Pyrotechnic Perfection"*

TURN-KEY 1 YEAR CONTRACT FOR SERVICE

This contract is entered into this **September 4th, 2024**, by and between **Premier Pyrotechnics, Inc.** 25255 Highway K, Laclede County, Richland, MO 65556, telephone 417-322-6595, fax 573-213-2211, designated herein as the "Seller", and the **City of Grand Rapids** designated as the "Buyer".

Seller will deliver to Buyer the fireworks on **July 4th, 2025** and /or will make necessary substitutions of equal or greater value. Seller agrees to perform the fireworks display safely and in accordance with such Federal, State and Local laws that might be applicable.

Seller agrees that they are to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material found shall be disposed of as required by all Federal, State, and Local rules and regulations or as is the standard practice of Seller. It is also agreed that **BUYER/SPONSOR** is responsible for checking the display area at first light for any unexploded materials. If such materials are located immediately contact Premier Pyrotechnics at 417-322-6595 for further instructions.

Buyer will furnish the minimum safety distance required per NFPA 1123. In no case shall spectators be allowed closer than 70 feet per inch of the largest shell diameter. Buyer will provide adequate monitoring to maintain these distance factors. Buyer also agrees to have adequate fire protection available on location of the display.

It is agreed and understood that Buyer will pay the total purchase price of **\$21,000.00** including sales tax if applicable with the option to adjust the purchase price of the displays. **The Buyer will pay 50% of the first year's total price on the date this contract is signed, UNLESS taking advantage of the early pay option then you MUST PAY IN FULL FOR THE FIRST CONTRACTED YEAR'S TOTAL PRICE PRIOR TO THE EARLY PAY DATE, this applies to each contracted year.** The remainder is to be paid within 10 days following the date of the display. In the event of a weather-related delay, Buyer agrees to pay an additional cost of not more than \$200.00 per day for security. Seller will arrange for security. In case of cancellation the deposit is nonrefundable but will be held for a future display date. **All payments must be made to PREMIER PYROTECHNICS, INC and mailed to 25255 Hwy K, Richland, MO 65556.**

Early pay options are as follows: Payment received in full by December 1st, 2024, will receive an additional 15% product. Payment received in full by January 15th, 2025, will receive an additional 12.5% product. Payment received in full by March 1st, 2025, will receive an additional 10% product. Payment received in full by April 1st, 2025, will receive an additional 5% product. By signing a 3-year contract Premier Pyrotechnics will add an additional 5% product to your display.

Buyer acknowledges and agrees that any balance past due is subject to a finance charge computed by a "Periodic Rate" of 1.5% per month, which is an annual percentage of 18%. This will be applied to the balance after specified payment due dates above. The Parties acknowledge and agree that any legal action commenced regarding this contract or collection shall be brought in the Circuit Court of Laclede County, Missouri, and that Missouri law shall govern the determination of rights, responsibilities, and remedies. Buyer shall further be entirely responsible for any attorney fees and court costs incurred by Seller in enforcing its rights under this contract and to collect any unpaid balance.

SELLER: PREMIER PYROTECHNICS, INC.

BUYER: City of Grand Rapids

BY: Nicky Sanderson
DATE: September 4th, 2024

BY: _____ DATE: _____
Print Name & Title

AUTHORIZED PURCHASER REPRESENTATIVE SIGNATURE: _____

Item 17.

In the event of Force Majeure, any deposits for payments will be carried forward to the next possible date agreed on between the client and Premier Pyrotechnics Inc.

Premier Pyrotechnics, Inc. 25255 Hwy K Richland, MO 65556 Phone: (888)647-6863 Fax: (573)213-2211



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 9/23/2024

AGENDA ITEM: Consider approving a resolution adopting the 2024 proposed levy/collectable 2025.

PREPARED BY: Barb Baird

BACKGROUND:

Cities are no longer required to hold a Truth in Taxation hearing, but they are required to hold a single meeting to discuss the budget and levy and at which time the public is allowed to speak. This meeting maybe part of a regular scheduled meeting but must be held after 6:00 p.m. When the City calendar was adopted in December 2023, it was determined that the date for the hearing would be December 2, 2024. The time and dates will be on the parcel specific notices sent out by Itasca County, so they cannot be changed once certified to the County.

The City has to certify a preliminary levy to the County Auditor by September 30, 2024. The final levy adopted by the Council in December can be less than the preliminary levy, but it cannot be more. The Council will continue to work on the budget until its adoption in December.

REQUESTED COUNCIL ACTION:

Make a motion approving a resolution adopting the 2024 proposed levy/collectable 2025 and setting December 2, 2024, at 6:00 p.m. to discuss the proposed budget, levy and allow for public comment and December 16, 2024, for the subsequent meeting to adopt the final levy and budget.

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

RESOLUTION NO. 24-

A RESOLUTION ADOPTING THE PROPOSED 2024 LEVIES PAYABLE IN 2025 AND THE PROPOSED 2025 OPERATING EXPENDITURE BUDGET

WHEREAS, as a result of legislation passed in the 2009 Legislative session, the requirement to hold a special Truth in Taxation public hearing, continuation hearing, and levy adoption hearing have been repealed, and

WHEREAS, cities are still required to hold a single meeting to discuss the budget and levy and at which time the public is allowed to speak, and

WHEREAS, this meeting may be part of a regularly scheduled meeting, but must occur between the dates of November 25, 2024 and no later than December 30, 2024 and be held at 6:00 p.m. or later and the public must be allowed to speak, and

WHEREAS, the City staff has been working with the City Council to set the 2025 proposed budget and this budget and levy were presented to the City Council on September 16, 2024, and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Grand Rapids, Minnesota that it does establish a proposed operating expenditure budget for the year of 2025 of \$12,390,310, and

BE IT FURTHER RESOLVED, by the City Council of the City of Grand Rapids, Minnesota, that the initial levy for the City of Grand Rapids for 2024 taxes collectible 2025 be as follows:

General Fund	\$6,457,310
Library Fund	830,187
Itasca Calvary Cemetery	252,892
Grand Rapids Economic Development Authority	125,000
Inter-fund Loan Repayment	225,000
Abatement Levies	25,000
2010A Improvement Bonds	55,486
2010 Debt Study Reduction	(80,000)
2011B Improvement Bonds	56,972
2012A Improvement Bonds	124,376
2013B Reconstruction Bonds	109,510
2014A Reconstruction Bonds	207,032
2016A Reconstruction Bonds	153,334
2017A Reconstruction Bonds	172,238
2018A St. Reconst. & CIP Bonds	143,953
2019A Improvement Bonds	63,422
2020A Reconstruction Bonds	166,191
2021B GO/Abatement Bonds	94,825
2021B Fire Hall GO Bonds	309,845
2023A GO Improvement Bonds	205,900
2024B Equipment Certificates	65,222

TOTAL CERTIFIED TO COUNTY AUDITOR \$9,763,695

BE IT FURTHER RESOLVED, this proposed 2024 levy payable in 2025 is 4.58% higher than the final 2023 levy payable 2024 of \$9,336,352 and

BE IT FURTHER RESOLVED, by the City Council of the City of Grand Rapids, Minnesota, that the City certifies to the County Auditor the following dates:

- December 2, 2024 at 6:00 p.m.to discuss the proposed budget and levy and allow for public comment and
- December 16, 2024 for the subsequent meeting for the adoption of the final levy and budget.

Adopted this 23rd day of September 2024.

Tasha Connelly, Mayor

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.

**PROJECTED LEVY & TAX RATE
CITY OF GRAND RAPIDS
PREVIOUSLY CERTIFIED LEVIES AND 2024 PROPOSED LEVY**

	2020 Levy Payable 2021	2021 Levy Payable 2022	2022 Levy Payable 2023	2023 Levy Payable 2024	2024 Levy Payable 2025
General Fund	5,197,994	5,243,850	5,828,363	5,805,969	6,457,310
Library Fund	711,010	759,331	759,331	825,128	830,187
Cemetery	212,812	218,427	226,157	238,199	252,892
GREDA Levy	60,000	60,000	80,000	100,000	125,000
Levy Internal Loan-Equip Purchases	192,000	224,000	224,000	224,000	225,000
Abatement Levies-Yanmar	25,000	15,000	20,000	25,000	25,000
Special Levies	-	-	-	-	-
Total Levy Required for Operations	6,398,816	6,520,608	7,137,851	7,218,296	7,915,389
Bonded Indebtedness	1,694,906	1,680,512	2,082,657	1,965,076	1,848,306
GROSS LEVY	8,093,722	8,201,120	9,220,508	9,183,372	9,763,695
Less:					
Fund Balance Contribution	-	-	(499,662)	-	-
CERTIFIED LEVY	8,093,722	8,201,120	8,720,846	9,183,372	9,763,695
	1.36%	1.33%	6.34%	5.30%	6.32%

2024 ESTIMATED TAX CAPACITY AND PROPOSED LEVY

TAX CAPACITY	\$14,022,565	CERTIFIED LEVY	9,763,695
Less:		Less:	
Abatement Levy	-	Fiscal disparities distribution levy	(744,699)
TIF Captured tax increment	(610,825)		
Fiscal Disparities contribution	(1,377,931)		
Taxable tax capacity*	\$12,033,809	Net amount levied to property owners	9,018,996

**2013 - 2024 TAXABLE TAX CAPACITY, CERTIFIED LEVY and CITY TAX RATE
and 2024 ESTIMATED TAXABLE TAX CAPACITY
and 2025 ESTIMATED LEVY and CITY TAX RATE**

TAX YEAR PAYABLE	TAXABLE TAX CAPACITY	NET CERTIFIED LEVY	CITY TAX RATE	CEMETERY TAX RATE	TOTAL TAX RATE
2013	7,346,013	5,068,674	66.644	2.355	68.999
2014	7,014,208	5,562,859	76.842	2.466	79.308
2015	8,067,867	6,393,379	77.206	2.039	79.245
2016	8,140,678	6,450,063	76.794	2.438	79.232
2017	8,171,794	6,717,854	79.890	2.318	82.208
2018	8,142,204	6,716,767	80.054	2.439	82.493
2019	8,329,612	6,937,752	80.847	2.443	83.290
2020	8,475,628	7,073,543	81.094	2.363	83.457
2021	8,851,302	7,386,756	81.050	2.404	83.454
2022	9,421,233	7,777,491	80.234	2.318	82.553
2023	11,129,938	7,975,967	69.630	2.032	71.662
2024	11,783,879	8,623,501	71.159	2.021	73.180
2025	12,033,809	9,018,996	73.908	1.039	74.947

2024 to 2025 Increases	Yearly	Monthly
Inc./\$100k	\$18	\$1
Median \$207.8k	\$37	\$3
Mean \$269.6k	\$48	\$4

2025 Estimated Total City Tax	Yearly	Monthly
Inc./\$100k	\$749	\$62
Median \$207.8k	\$1,557	\$130
Mean \$269.6k	\$2,021	\$168

**RECAP SHEET
CITY OF GRAND RAPIDS
2025 RECAP OF REVENUES, EXPENDITURES AND LEVY REQUIREMENTS**

	2021 Actual	2022 Actual	2023 Actual	2024 Budget	2025 Proposed	Increase/ (Decrease) over 2023	Percent Increase
NON TAX REVENUES:							
Payment in Lieu of Taxes (PILOT)	914,886	\$ 924,990	\$ 933,281	\$ 918,000	\$ 933,281	\$ 15,281	1.64%
Licenses and Permits	384,777	479,768	440,743	357,285	682,985	325,700	73.90%
Local Government Aid (LGA)	1,695,670	1,752,003	1,820,524	2,222,621	2,228,263	5,642	0.31%
Intergovernmental Revenues	1,353,606	963,334	1,091,871	699,870	510,994	(188,876)	-17.30%
Charges for Services	1,153,571	1,220,830	1,630,939	1,697,781	1,351,477	(346,304)	-21.23%
Fines and Forfeitures	73,726	69,678	65,645	69,000	69,000	-	0.00%
Interest Income	43,266	35,748	49,901	35,000	36,000	1,000	2.00%
Miscellaneous	71,208	61,426	46,873	37,200	36,000	(1,200)	-2.56%
Other Financing Sources	11,081	(245,190)	-	-	-	-	0.00%
Transfers In	-	-	-	-	85,000	85,000	0.00%
Total non-tax revenues	5,701,791	5,262,587	6,079,777	6,036,757	5,933,000	(103,757)	-1.72%
EXPENDITURES:							
Administration	653,438	581,906	599,596	700,487	691,268	(9,219)	-1.32%
Building Safety Division	348,397	466,599	472,975	481,897	499,742	17,845	3.70%
Community Development	519,554	549,773	494,225	607,576	638,566	30,990	5.10%
Council/Boards	99,597	144,153	139,162	132,295	101,283	(31,012)	-23.44%
Engineering (Included with PW)	-	-	-	-	-	-	-
Finance	568,551	570,244	575,405	627,910	652,776	24,866	3.96%
Fire	688,814	698,937	701,908	854,617	732,342	(122,275)	-14.31%
Fleet Maintenance	258,882	260,401	273,300	298,721	310,037	11,316	3.79%
Information Technology	295,899	298,165	371,298	425,756	433,527	7,771	1.83%
Police	3,242,231	3,324,122	3,660,167	3,949,775	4,284,002	334,227	8.46%
Public Works	2,500,731	2,464,296	2,487,023	2,463,761	2,350,135	(113,626)	-4.61%
Recreation	76,075	93,722	249,548	316,805	352,967	36,162	11.41%
City Wide	527,999	325,763	475,302	368,032	420,995	52,964	14.39%
Special Projects-Council	41,300	96,381	-	-	-	-	-
Special Projects-Non-Budgeted	-	-	-	-	-	-	-
Total Department Expenditures	9,821,468	9,874,462	10,499,909	11,227,631	11,467,639	240,008	2.14%
Transfers Out							
Transfer to Capital Equipment	130,622	30,000	346,000	100,000	247,500	147,500	147.50%
Vehicle Lease	-	-	57,025	92,167	260,000	167,833	182.10%
Transfer to Itasca Historical Soc	11,300	11,300	11,300	11,300	11,300	-	0.00%
Transfer to Debt Service	150,000	150,000	150,000	150,000	150,000	-	0.00%
Transfer to Airport	20,000	20,000	20,000	20,000	20,000	-	0.00%
Transfer to DACF	37,778	34,657	34,753	37,950	40,936	2,986	7.87%
Transfer to Central School	50,716	90,285	58,289	64,650	75,435	10,785	16.68%
Transfers-Other	-	-	-	-	-	-	-
Active Living Contribution	30,000	30,000	30,000	30,000	30,000	-	0.00%
Fund Balance Payback	87,500	87,500	87,500	87,500	87,500	-	0.00%
Vehicle Fleet Maintenance	-	-	-	-	-	-	-
Total Expenditures and Other Uses	10,339,384	10,328,204	11,294,776	11,821,198	12,390,310	569,112	4.81%
Net Levy Required for General Fund	4,963,402	5,328,701	5,214,999	5,467,636	6,457,310	989,674	18.10%
Net Levy for Library	711,010	759,331	759,331	825,128	830,187	5,059	0.61%
Net Levy for Cemetery	212,812	226,157	226,157	238,199	252,892	14,693	6.17%
GREDA Levy Request	60,000	80,000	80,000	100,000	125,000	25,000	25.00%
Abatement Levy	25,000	20,000	20,000	25,000	25,000	-	0.00%
Capital Equipmt Loan	192,000	224,000	224,000	224,000	225,000	1,000	0.45%
Total Levy Required for Operations	6,614,974	6,638,180	6,571,487	6,870,963	7,015,389	1,035,426	15.05%

CITY OF GRAND RAPIDS

PREVIOUSLY CERTIFIED AND 2024 PROPOSED CITY LEVIES

	2020 Levy Payable 2021 Amount	2021 Levy Payable 2022 Amount	2022 Levy Payable 2023 Amount	2023 Levy Payable 2024 Amount	2024 Levy Payable 2025 Amount	2023 vs. 2024 Increase (Decrease)
2009C Infrastructure Bonds	308,262	303,548	303,482	303,007	-	(303,007)
2010 Debt Study Reduction	(125,000)	(150,000)	(150,000)	(135,000)	(80,000)	55,000
2010A Infrastructure Bonds	57,130	55,611	53,936	57,510	55,486	(2,024)
2011B Infrastructure Bonds	56,943	55,779	54,615	58,407	56,972	(1,432)
2012A Infrastructure Bonds	131,341	133,284	129,704	124,414	124,376	(3,290)
2013B Reconstruction Bonds	102,160	104,470	106,465	108,145	109,510	1,365
2014A St Reconstruction	232,886	234,356	235,301	235,700	207,032	(28,669)
2016A St Reconstruction	149,344	151,759	148,819	151,129	153,334	2,205
2017A St Reconstruction	167,933	169,245	170,400	171,398	172,238	840
2017B Refunding Bonds	223,549	181,807	63,448	-	-	-
2018A St Recon & CIP Bonds	139,995	142,454	139,506	141,808	143,953	2,145
2019A Infrastructure Bonds	80,969	131,492	133,907	130,914 *	63,422	(67,493)
2020A Infrastructure Bonds	155,000	163,852	166,452	163,696	166,191	2,495
2021B GO/Abatement Bonds	-	98,732	101,232	96,613	94,825	(1,787)
2021B Fire Hall GO Bonds	-	306,268	307,809	310,315	309,845	(470)
2022A Txb GO Temp Bonds	-	-	-	-	-	-
2023A GO Infrastructure Bonds	-	-	-	200,000	205,900	5,900
2024B Eqpt Certificates	-	-	-	-	65,222	65,222
TOTAL	1,680,512	2,082,657	1,965,076	2,118,056	1,848,306	(269,750)
Interfund Cptl Equip Loan	179,000	224,000	224,000	224,000	225,000	

****2013B Reconstruction Bond levy reduced by \$150,000 for budgeted transfer from General Fund.**

***8/2/18 Changed 2017B to \$248,353 less \$50,000 per debt study.**

***8/5/21 Changed 2017B to \$181,807 less \$115,000 per debt study.**

***5/5/22 Changed 2017B to \$178,448 less \$115,000 per debt study.**

***6/26/24 Changed 2019A \$138,422 less \$75,000 for possible Arbitrage.**

Do we need to levy for permanent CC bonds in 2024?

**CITY OF GRAND RAPIDS
ADMINISTRATION DEPARTMENT**

Item 18.

ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGETS

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
PERSONNEL						
Salary-Fulltime	410,652	382,016	417,251	451,260	193,278	466,959
Salary-Overtime	1,517	3,033	2,750	-	3,705	-
Salary-Parttime	-	-	-	-	-	-
Contracted Services	-	-	-	-	-	-
Election Judges	-	15,069	-	20,000	5,308	-
PERA	30,734	27,861	31,448	32,675	14,729	34,955
FICA	24,803	22,594	25,730	27,048	12,067	28,951
Medicare	5,801	5,284	6,018	6,326	2,822	6,771
Health Insurance	74,222	61,141	70,002	74,785	36,450	85,580
Life Insurance	918	791	830	692	508	692
Unemployment	43	-	-	-	-	-
Workers Compensation	2,285	2,266	2,832	2,805	1,027	2,465
TOTAL PERSONNEL	550,974	520,055	556,860	615,592	269,893	626,373
SUPPLIES & MATERIALS						
Office Supplies	1,116	180	217	1,200	-	1,200
Copy Supplies	80	145	146	150	-	150
Computer Supplies	-	-	-	-	-	-
Training Supplies	-	-	-	-	-	-
Assets between \$700-\$4,999	-	-	-	-	-	-
Inventorial Supplies	1,255	156	-	500	-	500
Operating Supplies	-	-	-	-	-	-
TOTAL SUPPLIES/MATERIALS	2,451	481	363	1,850	-	1,850
OTHER CHARGES & SERVICES						
Professional Services	40,778	26,646	24,576	35,000	5,772	35,000
Elections	22	8,406	-	20,000	939	-
Legal	24,429	-	4,056	5,000	16,471	5,000
Legal-Employment Negotiatio	16,371	13,699	2,632	8,000	-	8,000
Municipal Code Update	10,320	2,995	-	2,995	-	2,995
Postage/Freight	413	389	137	500	(18)	500
Seminar/Meetings/Schools	86	2,358	3,031	3,000	3,077	3,000
Staff Training	2,565	2,340	1,905	2,500	2,020	2,500
Auto Mileage	-	-	-	-	-	-
Publishing & Advertising	1,586	801	123	1,500	334	1,500
City Newsletter	-	-	-	-	-	-
General Insurance	1,227	1,711	1,990	1,800	890	1,800
Microfilming Services	-	-	-	-	-	-
Maintenance Contracts	828	1,278	804	1,250	-	1,250
Miscellaneous	46	1	2,300	-	-	-
Dues & Subscriptions	1,341	746	788	1,500	409	1,500
TOTAL OTHER CHARGES/SER	100,011	61,369	42,342	83,045	29,893	63,045
GRAND TOTAL	653,437	581,905	599,565	700,487	299,786	691,268

**GRAND RAPIDS/ITASCA COUNTY AIRPORT
AIRPORT OPERATIONS FUND WORKSHEET
ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET AND 2025 PROPOSED BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
REVENUES:						
INTERGOVERNMENTAL						
State Operations Reimb	66,231	132,462	66,231	66,231	-	66,231
State Project Reimb	-	-	-	-	-	-
Federal Project	24,158	27,472	45,898	-	-	-
Itasca County	20,000	20,000	62,833	20,000	20,000	20,000
TOTAL INTERGOVERNMENTAL	110,389	179,934	174,962	86,231	20,000	86,231
CHARGES FOR SERVICES						
Landing Fees	783	2,441	7,629	2,500	1,645	5,000
Gas Sales/Fuel Flowage	8,031	6,850	8,055	5,500	2,533	6,500
TOTAL CHARGES FOR SERVICES	8,814	9,291	15,685	8,000	4,178	11,500
MISCELLANEOUS						
Private Lease Rental	21,474	21,823	21,977	24,000	21,597	22,000
Solar Lease Payment	-	4,295	381	14,700	7,348	14,700
Tie Down Area/Old T-Hangar	7,258	7,330	7,403	7,000	3,256	7,000
Rent-DNR Fire CACHE	833	833	2,670	800	1,759	2,500
FBO Rent	21,029	21,239	21,451	21,400	9,028	29,481
T-Hangar Rent	69,515	67,815	70,853	68,000	39,475	68,000
ACAR - Maint BLDG	1,200	800	-	-	-	-
Miscellaneous	2,213	-	250	-	-	-
Energy Rebates	999	-	-	-	-	-
Investment Income	262	592	505	250	281	500
Lease Interest Revenue	-	3,557	14,218	-	-	-
TOTAL MISCELLANEOUS	124,782	128,285	139,709	136,150	82,743	144,181
OTHER SOURCES						
Sale of Fixed Assets	-	-	16,362	-	82,820	-
Insurance Recovery	5,914	-	822	-	-	-
Operating Transfers In - City	20,000	20,000	20,000	20,000	-	20,000
Fund Balance Usage	-	-	-	27,625	-	27,209
TOTAL OTHER SOURCES	25,914	20,000	37,184	47,625	82,820	47,209
TOTAL REVENUES	269,899	337,510	367,539	278,006	189,742	289,121
EXPENDITURES						
PERSONNEL						
Salary-Fulltime	50,778	53,027	57,047	69,824	27,812	72,502
Salary-Overtime	2,709	5,328	6,628	1,000	2,010	1,000
Salary-Parttime	13,638	7,034	6,672	8,000	3,773	8,000
Salary-Parttime Overtime	23	-	218	-	-	-
PERA	3,976	4,337	4,752	5,270	2,237	5,470
FICA	3,973	3,871	4,183	4,887	1,971	5,053
Medicare	929	905	978	1,143	461	1,182
Health Insurance	11,046	19,320	20,268	18,340	10,488	19,256
Life Insurance	26	38	37	26	37	26
Healthcare Savings	1,781	2,669	2,621	-	1,430	-
Unemployment	-	-	-	-	-	-
Workers Compensation	1,714	3,004	3,552	3,517	1,741	3,483
TOTAL PERSONNEL	90,591	99,533	106,954	112,007	51,959	115,971

**GRAND RAPIDS/TASCA COUNTY AIRPORT
AIRPORT OPERATIONS FUND WORKSHEET
ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET AND 2025 PROPOSED BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
SUPPLIES						
Office Supplies	-	7	-	-	-	-
Copy Supplies	15	12	14	-	-	-
Computer Supplies	-	-	-	500	-	-
Assets between \$700-\$4,999	-	-	-	-	-	-
Inventorial Supplies	-	280	-	1,500	1,471	1,500
Operating Supplies	281	333	61	-	365	-
Motor Fuels	9,791	18,417	14,954	15,000	4,128	15,000
Lubricants	46	-	-	500	-	500
Maintenance Tools/Sup	703	365	121	500	137	500
Uniforms/Clothing	140	250	150	250	150	250
Other Supplies/Materials	-	193	-	250	-	250
Equipment Parts	-	-	-	-	-	-
Tires	-	-	-	1,000	-	1,000
Small Tools (Shop)	468	-	379	1,000	113	1,000
Liquid Deicer	20,239	26,738	636	26,000	25,686	26,000
TOTAL SUPPLIES	31,682	46,595	16,315	46,500	32,049	46,000
OTHER CHARGES & SERVICES						
Professional Services	-	7,500	-	-	-	-
Accounting Services	779	815	842	1,200	949	1,200
Engineering	-	830	-	1,500	-	1,500
Legal	5,012	1,924	-	2,000	-	2,000
Other Contracted Services	3,000	1,955	-	3,500	-	3,500
Telephone	640	675	544	1,500	337	1,500
Postage/Freight	88	73	94	200	-	200
Seminar/Meetings	31	89	93	1,650	-	1,650
Auto Mileage/Travel	-	506	557	1,500	134	1,500
Auto Licenses	-	96	-	100	64	100
Publishing/Advertising	-	-	-	200	676	200
General Insurance	17,380	12,443	16,469	20,000	9,354	20,000
Electricity	15,834	13,393	11,069	15,000	4,948	15,000
Garbage Removal	1,247	1,038	1,355	2,000	553	2,000
Heat-Natural Gas	3,515	5,749	4,573	5,500	2,087	5,500
Maintenance Contract	159	131	90	-	-	-
Building Maint/Repair	18,162	13,967	112,384	15,000	367	15,000
Grounds Maint/Repair	11,782	9,687	7,374	10,000	2,391	10,000
Pavement Maintenance	-	23	-	-	-	-
T Hangar Maintenance	6,094	3,856	1,355	7,500	653	7,500
Computer Maint/Repair	300	300	300	500	-	500
Lighting Maint/Repair	4,145	2,545	9,550	5,000	-	5,000
Radio Maint/Repair	-	-	-	-	-	-
Vehicle Maint/Repair	6,360	5,095	7,397	5,000	1,492	5,000
General Equip Maint/Repair	18,699	65,149	19,558	20,000	3,357	20,000
Land Rental	1,163	-	-	-	-	-
Enterprise Lease Rental	-	-	-	-	7,444	8,000
Miscellaneous	-	-	-	-	-	-
Drug Screening	-	-	-	-	58	-
Dues/Subscriptions/Lic Fee	198	219	275	650	195	300
TOTAL OTHER CHARGES	114,588	148,060	193,879	119,500	35,060	127,150

**GRAND RAPIDS/ITASCA COUNTY AIRPORT
AIRPORT OPERATIONS FUND WORKSHEET
ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET AND 2025 PROPOSED BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
CAPITAL OUTLAY						
Equipment	11,239	-	23,379		10,898	-
Bldg/Bldg Improvements	-	-			-	-
TOTAL CAPITAL OUTLAY	11,239	-	23,379		10,898	-
TOTAL EXPENDITURES	248,101	294,188	340,527	278,007	129,966	289,121
Total Operating Revenue	269,899	337,510	367,539	278,006	189,742	289,121
Total Operating Expenditures	248,101	294,188	340,527	278,006	129,966	289,121
Revenue over (under) Expenditures	21,798	43,322	27,012	-	59,776	-

**CITY OF GRAND RAPIDS
BUILDING SAFETY DIVISION**

ACTUAL 2021 - 2023 EXPENDITURES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET

	2021 Actual	2022 Actual	2023 Actual	2024 Budget	ACTUAL YTD 6/30/2024	Proposed 2025 Budget
EXPENDITURES:						
PERSONNEL						
Salary-Fulltime	164,794	238,550	254,777	251,170	115,487	261,468
Salary-Overtime	929	1,931	2,125	1,000	87	1,000
Salary-Parttime	-	-	-	-	-	-
PERA	12,301	17,910	19,134	18,805	8,670	19,577
FICA	9,571	14,019	15,003	15,635	6,725	16,273
Medicare	2,238	3,278	3,509	3,656	1,573	3,806
Health Insurance	51,666	68,848	71,928	81,510	37,344	85,580
Life Insurance	108	111	53	103	94	103
Healthcare Savings	6,240	4,448	4,368	-	2,384	-
Workers Compensation	10,385	5,739	7,264	7,193	2,942	5,859
TOTAL PERSONNEL	258,232	354,835	378,161	379,072	175,305	393,667
SUPPLIES & MATERIALS						
Assets between \$700-\$4,999	-	-	-	-	1,906	-
Inventorial Supplies	180	4,752	4,820	2,000	76	2,000
Operating Supplies	2,606	3,342	3,391	2,300	2,158	3,000
Motor Fuels	2,391	4,023	2,926	2,100	1,373	2,700
Maintenance Supplies	1,657	1,928	1,779	2,000	1,008	2,000
Uniforms/Clothing/Safety	390	368	750	600	750	1,850
Small Tools	1,191	247	946	800	240	1,000
TOTAL SUPPLIES & MATERIALS	8,414	14,660	14,611	9,800	7,510	12,550
OTHER CHARGES & SERVICES						
Professional Services	-	-	-	600	84	600
Legal	-	-	-	200	-	200
Exterminator Service	839	198	339	800	144	800
Janitorial Service	725	1,701	-	1,500	-	1,500
Telephone	-	-	-	-	-	-
Postage/Freight	6	16	122	100	-	100
Seminar/Meetings/Schools	676	3,436	4,005	4,500	4,618	5,000
Auto Mileage	-	58	-	800	-	800
Auto License	-	-	-	-	64	-
Publishing & Advertising	-	225	72	225	-	225
General Insurance	5,667	7,969	11,480	7,000	5,295	7,000
Electricity	22,661	22,861	22,896	23,700	9,837	23,700
Garbage Removal	1,832	2,498	2,431	2,600	957	2,600
Heat	7,670	11,753	8,404	8,300	3,202	8,300
Maintenance Contracts	11,262	16,883	15,603	17,000	7,927	17,000
Building Maintenance/Repairs	26,613	27,759	12,143	19,000	8,368	19,000
Vehicle Maintenance/Repairs	83	13	203	1,000	8,854	1,000
General Eqpt Maint./Repairs	70	-	-	2,000	-	2,000
Miscellaneous	-	-	-	-	-	-
Dues/Subscriptions/License F	3,646	1,735	2,504	3,700	2,464	3,700
TOTAL OTHER CHARGES & SER	81,750	97,105	80,201	93,025	51,813	93,525
TOTAL EXPENDITURES	348,396	466,599	472,973	481,897	234,629	499,742

**CITY OF GRAND RAPIDS
ITASCA CALVARY CEMETERY
2021-2023 ACTUAL, 2024 ADOPTED BUDGET, YEAR TO DATE AND 2025 PROPOSED BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
TAXES						
Current	\$ 181,161	\$ 184,731	\$ 196,557	\$ 238,199	\$ -	\$ 252,892
Delinquent	2,470	1,237	570	-	-	-
Fiscal Disparities	15,679	22,412	15,774	-	-	-
TOTAL TAXES	199,310	208,380	212,901	238,199	-	252,892
INTERGOVERNMENTAL						
Supplemental Aid	10,084	9,757	10,481	-	-	-
State of Minnesota (Storm)	13,539	-	-	-	-	-
Taconite Credit-Residential	-	-	-	-	-	-
TOTAL INTERGOVERNMENTAL	23,623	9,757	10,481	-	-	-
CHARGES FOR SERVICES						
Cohasset Cemetery Sexton	5,721	5,625	5,906	5,000	1,134	5,000
Restitution for Damages	817	-	-	-	-	-
Cemetery Lots	13,000	16,500	8,250	13,000	7,050	10,000
Grave Openings	32,370	19,700	21,520	18,000	12,550	20,000
TOTAL CHARGES FOR SERVICES	51,907	41,825	35,676	36,000	20,734	35,000
MISCELLANEOUS INCOME						
Miscellaneous Income (Foundations)	1,195	1,670	920	1,000	340	1,000
Investment Income	530	587	1,040	300	183	300
TOTAL MISC REVENUE	1,725	2,257	1,960	1,300	523	1,300
OTHER FINANCING SOURCES						
Insurance Recovery	-	-	-	-	-	-
Sale of Fixed Assets	-	-	1,341	-	-	-
Operating Transfer In	82,585	-	34,672	-	-	-
Extraordinary Item	7,743	-	3,757	-	-	-
TOTAL OTHER FINANCING SOURCES	90,328	-	39,770	-	-	-
TOTAL REVENUES	366,893	262,219	300,788	275,499	21,257	289,192
PERSONNEL						
Salary-Full-time	120,969	119,174	126,563	127,422	63,728	131,189
Salary-Full-time-OT	1,975	5,326	5,285	-	1,201	-
Salary-Parttime	28,761	22,680	18,549	25,010	7,762	25,010
Salary-Parttime-OT	281	-	394	775	92	775
PERA	9,146	9,264	9,804	9,472	4,870	9,755
FICA	8,956	8,573	8,786	9,499	4,234	9,732
Medicare	2,095	2,005	2,055	2,233	990	2,288
Health Insurance	28,404	28,980	30,402	36,679	15,732	38,511
Life Insurance	39	38	37	52	73	52
Healthcare Savings	4,579	4,003	3,931	-	2,146	-
Unemployment	-	-	-	-	-	-
Workers Compensation	9,749	9,439	11,176	11,067	5,349	10,699
Total Personnel	214,954	209,482	216,982	222,209	106,177	228,011

**CITY OF GRAND RAPIDS
ITASCA CALVARY CEMETERY
2021-2023 ACTUAL, 2024 ADOPTED BUDGET, YEAR TO DATE AND 2025 PROPOSED BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
SUPPLIES & MATERIALS						
Office Supplies	16	21	-	-	9	-
Copy Supplies	3	2	3	-	-	-
Computer Supplies	-	-	-	-	-	-
Assets between \$700-\$4,999	4,395	-	-	5,000	-	5,000
Operating Supplies	251	128	218	1,000	62	1,000
Motor fuels	4,225	6,152	4,773	5,000	1,507	5,000
Uniform/Clothing/Safety	518	508	651	600	640	600
Small Tools	727	30	1,187	1,000	374	1,000
Grounds Maint/Supplies	243	595	781	3,000	1,099	3,000
Total supplies and materials	10,378	7,436	7,612	15,600	3,691	15,600
OTHER CHARGES & SERVICES						
Professional Services	-	-	-	-	-	-
Auditing/Accounting	779	787	842	800	894	1,091
Legal	-	-	-	-	-	-
Recording/Filing fees	1,567	1,656	1,058	1,850	460	1,850
Other contracted services	3,610	255	265	3,000	246	3,000
Telephone	1,227	1,250	1,098	1,500	612	1,500
Postage	18	26	16	50	-	50
Seminars/Meetings/School	62	117	128	200	-	200
Auto License	-	39	-	100	21	100
General Insurance	4,001	3,210	4,311	4,500	2,388	4,500
Electricity	2,344	2,409	2,241	2,700	1,105	2,500
Water	774	530	612	500	230	500
LP Gas	5,394	6,844	4,978	6,000	2,800	6,000
Garbage removal	697	729	743	1,000	317	1,000
Maintenance Contracts	31	32	17	100	-	100
Building Maint/Repairs	49	3,238	267	3,500	23	3,500
Grounds Maint/Repair	4,541	55	512	3,500	107	3,500
Computer Maintenance/Repairs	400	924	400	500	-	500
Internet Services	1,671	1,643	1,803	1,500	981	1,800
Vehicle Maint/Repair	4	80	-	500	25	500
General Equipment Maint/Repair	3,183	3,198	1,803	5,500	1,567	5,500
Lease Veh Accessories	-	-	727	-	-	-
Enterprise Lease Pmts	-	-	2,345	-	3,689	7,500
Lease Interest Expense	-	-	673	-	-	-
Miscellaneous	2,620	-	-	-	-	-
Dues and Subscriptions	390	390	390	390	390	390
Total Other Charges & Services	33,359	27,410	25,230	37,690	15,856	45,581
CAPITAL OUTLAY						
Land Improvements	56	-	-	-	-	-
Cemetery Lots Repurchased	300	-	275	-	-	-
Equip/Machinery/Furn/Fix	82,585	-	40,176	-	-	-
Total Capital Outlay	82,941	-	40,451	-	-	-
TOTAL EXPENDITURES	341,632	244,329	290,275	275,499	125,723	289,192
REVENUE/(EXPENDITURES)	25,261	17,891	10,513	-	(104,466)	-

**CITY OF GRAND RAPIDS
CENTRAL SCHOOL
ACTUAL 2020-2023 EXPENDITURES, 2024 BUDGET, PROPOSED 2025 BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
REVENUES:						
Leases	\$ 47,609	\$ 62,361	\$ 58,185	\$ 60,000	\$ 26,125	\$ 60,000
Late Lease Payments	42	40	30	100	-	100
State of Minnesota-Grant	-	-	-	-	-	-
Blandin Foundation	-	-	-	-	-	-
Miscellaneous	1,359	125	-	-	800	-
Interest from Investment-Cap	431	274	\$ 572	-	119	-
Insurance Recovery	8,293	-	-	-	-	-
Operating Transfer -In	50,716	90,285	58,289	64,650	-	75,435
TOTAL REVENUE:	108,450	153,085	117,076	124,750	27,044	135,535
EXPENDITURES:						
Supplies & Materials:						
Office Supplies	13	15	10	-	-	-
Inventorial Supplies	116	1,006	-	500	-	500
Maintenance Tools/Supplies	1,553	754	1,803	800	1,072	800
Total Supplies & Materials:	1,682	1,775	1,813	1,300	1,072	1,300
Other Charges & Services:						
Professional Services	-	-	-	-	-	-
Accounting/Audit	668	674	722	750	767	935
Legal	-	-	-	-	-	-
Exterminator	506	443	413	500	210	500
Janitorial	18,000	16,125	18,000	18,500	4,625	18,500
Other Contracted Services	-	2,551	-	-	-	-
Management Contract Service	2,423	3,932	3,528	4,000	1,092	4,000
Telephone	1,438	1,402	1,506	1,500	764	1,600
Postage/Freight	-	-	1	-	-	-
Promotions/Advertising/Publishing	649	450	-	1,000	-	1,000
General Insurance	10,336	17,723	26,398	18,000	14,298	28,000
Electricity	21,731	21,968	20,539	22,000	6,723	22,000
Garbage	3,620	3,821	4,194	4,000	1,782	4,200
Heat-Natural Gas	13,838	19,861	12,431	17,000	4,468	18,000
Maintenance Contracts - Elevator	1,682	6,375	1,363	4,500	1,909	4,500
Building Maint/Repairs	35,410	33,357	25,288	25,000	11,021	25,000
Fire Alarm & Heating Contracts	312	312	312	1,000	312	400
Gen Equip Maint/Repair	100	25	35	300	-	200
Miscellaneous	150	-	140	-	-	-
Dues/Subscriptions	120	120	-	-	-	-
Building Maint/Cap Res	-	-	-	-	-	-
Total Other Charges & Services:	110,983	129,138	114,870	118,050	47,971	128,835
Capital Outlay:						
Bldg Improvement	-	-	-	-	-	-
Bldg Imprv-Capital Reserve	5,400	5,400	5,400	5,400	-	5,400
Total Capital Outlay:	5,400	5,400	5,400	5,400	-	5,400
TOTAL EXPENDITURES:	118,064	136,314	122,083	124,750	49,043	135,535
Excess Revenue > Expenditures:	(9,614)	16,772	(5,006)	-	(21,999)	-

**CITY OF GRAND RAPIDS
CITY WIDE
ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET AND PROPOSED 2025**

	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 ACTUAL</u>	<u>2024 BUDGET</u>	<u>ACTUAL YTD 6/30/2024</u>	<u>PROPOSED 2025 BUDGET</u>
Software Upgrades	-	8,750			-	
Cash (over)/short	(5)	-			-	
Work Comp Deductible	-	-				
TZD Wave Participant Pmts			10,632		1,009	
49er's Health Co-Pay	-	-			-	
Employee Assistance Program	-	-			-	
Computer Replacement	16,568	12,147	16,043	29,600	31,382	34,700
Miscellaneous	-	-			-	
City Wide - Legal	-	-	138		488	
Copy Supplies/Postage	-	-			4,767	
City Wide - Maintenance	9,524	12,486	6,926	7,000	3,398	7,000
Prof Services/COBRA/HRA	592	370	385	380	203	380
GIS - ELA	27,500	32,500	27,500	32,500	29,300	32,500
City Work - ELA	13,800	14,950	15,674	15,675	8,874	51,638
Flex Benefit Plan	585	780	963	1,000	159	1,000
Long Term Disability	8,162	7,892	5,453	10,000	2,843	10,000
City Wide Special Events	5,616	-	-	-	-	-
City Wide Cell/Land Phone	49,194	49,360	47,218	50,000	25,162	50,500
Arts & Culture Expenditures	13,492	6,332	7,499	7,500	400	7,500
Human Rights Commission	10,431	4,995	9,542	7,500	458	7,500
Bad Debt Expense	-	-	75	-	-	-
Payment to Component Unit-EDA	230,000	-	-	-	-	-
Software Maintenance Contracts	70,019	115,611	133,566	131,000	96,832	142,400
MC/VISA charges	8,200	6,116	7,990	8,000	2,261	8,000
Bank Charges	780	2,323	2,034	2,500	1,103	2,500
City Wide Miscellaneous	189	2,550	5,250	-	4,810	-
Bldg Condemnation/Judgements	480	3,570	11,707	-	3,120	-
Retirees Insurance	-	296	680	20,377	64	20,377
Retirees Ins Contribution	-	30,000	45,000	45,000	45,000	45,000
	<u>465,126</u>	<u>311,027</u>	<u>354,275</u>	<u>368,032</u>	<u>261,631</u>	<u>420,995</u>

**CITY OF GRAND RAPIDS
COUNCIL
ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
PERSONNEL						
Salary-Fulltime	42,240	42,240	42,240	42,240	16,940	42,240
PERA	1,716	1,716	1,683	1,716	682	1,716
FICA	491	491	531	491	205	491
Medicare	612	612	612	612	246	612
Life Insurance	108	103	91	129	40	129
Workers Compensation	79	69	82	81	30	70
TOTAL PERSONNEL	45,247	45,231	45,239	45,269	18,143	45,258
SUPPLIES & MATERIALS						
Office Supplies	259	-	-		278	-
Copy Supplies	19	17	56		-	-
Inventorial Supplies	-	-	-		-	-
TOTAL SUPPLIES & MATERIALS	278	17	56	-	278	-
OTHER CHARGES & SERVICES						
Community Celebrations	16,500	54,800	55,000	41,000	45,976	10,000
Legal	560	-	-		-	-
Telephone	-	-	-		-	-
Postage/Freight	-	-	-		-	-
Seminar/Meetings/Schools	1,498	3,970	1,402	4,000	1,882	4,000
Publishing & Advertising	-	-	66		216	-
General Insurance	2,221	2,528	3,339	2,400	1,480	2,400
Maintenance Contracts	188	123	294	125	-	125
Gen'l Equipment Maint/Rprs	-	-	-		-	-
Miscellaneous	-	-	-		-	-
Dues & Subscriptions	31,920	35,892	32,776	38,000	30,410	38,000
Truth in Taxation	1,186	1,592	989	1,500	-	1,500
Volunteer Recognition	-	-	-		-	-
TOTAL OTHER CHARGES & SERV	54,073	98,906	93,867	87,025	79,964	56,025
TOTAL EXPENDITURES	99,598	144,154	139,161	132,294	98,385	101,283

9/19/2024

CITY OF GRAND RAPIDS
Grand Rapids Domestic Animal Control Facility
Actual 2021-2022 Expenditures, 2024 Budget, Year to Date and 2025 Proposed Budget

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
Revenue:						
Intergovernmental: County	\$ 3,262	\$ 3,000	\$ 3,000	\$ 3,000	\$ 750	\$ 3,000
City of Cohasset	-	-	-	-	-	\$ -
Itasca County	22,530	30,663	31,520	37,250	7,883	37,250
City of Bovey	-	-	-	-	-	-
City of Coleraine	-	-	-	-	-	-
City of Hill City	-	-	-	-	-	-
City of LaPrairie	-	-	-	-	-	-
Dog License	-	-	-	-	-	-
Pound Fees	-	-	-	-	-	-
Miscellaneous	0	10	-	-	-	-
Operating Transfer - In	37,778	34,657	34,753	37,950	-	40,936
Total Revenue	63,570	68,330	69,273	78,200	8,633	81,186
Expenditures:						
Personnel						
Salary-Fulltime	24,370	25,730	28,217	28,786	14,463	31,016
Salary-Overtime	-	-	-	2,000	-	2,000
Salary-Parttime	8,295	9,780	9,240	8,040	4,278	8,040
Contracted Services	-	-	-	-	-	-
PERA	1,827	1,929	2,105	2,889	1,062	3,045
FICA	2,007	2,183	2,303	2,416	1,153	2,564
Medicare	469	510	538	565	269	600
Health Insurance	9,162	9,162	9,537	10,189	4,966	10,698
Life Insurance	13	13	12	13	6	13
Unemployment	734	-	-	-	-	-
Workers Compensation	709	921	1,153	1,142	526	1,050
Total Personnel	47,587	50,228	53,105	56,040	26,723	59,026
Supplies & Materials						
Assets between \$700-\$4,999	-	-	-	-	-	-
Inventorial Supplies	330	-	-	-	-	-
Supplies	1,141	1,689	744	1,500	431	1,500
Motor Fuel	1,941	2,884	2,208	2,500	774	2,500
Total Supplies & Materials	3,411	4,573	2,952	4,000	1,205	4,000
Other Charges & Services						
Professional Services	262	-	357	500	-	500
Telephone	584	542	478	1,080	271	1,080
Seminars/Training	-	-	-	-	-	-
General Liability Insurance	2,869	2,306	3,221	4,500	1,758	4,500
Electric	5,793	5,293	5,206	5,335	2,149	5,335
Garbage Removal	45	45	45	45	45	45
Natural Gas	1,616	2,561	1,991	3,000	880	3,000
Maint Contracts	769	990	1,202	700	-	700
Building Maintenance	1,131	1,220	163	2,000	-	2,000
General Eqpt Maint/Repairs	-	28	54	500	-	500
Facility Maint Charge	500	500	500	500	-	500
Total Other Charges & Services	13,570	13,484	13,216	18,160	5,103	18,160
Total Operating Costs	64,568	68,285	69,272	78,200	33,032	81,186
REVENUES/(EXPENDITURES)	\$ (998)	\$ 44	\$ 0	\$ -	\$ (24,399)	\$ -

**CITY OF GRAND RAPIDS
FINANCE DEPARTMENT
ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
PERSONNEL						
Salary-Fulltime	368,190	374,077	371,315	407,075	181,321	420,394
Salary-Overtime	-	-	180	-	-	-
PERA	27,387	27,970	27,700	30,396	13,444	31,327
FICA	22,035	22,503	22,333	25,239	10,934	26,064
Medicare	5,154	5,263	5,223	5,903	2,557	6,096
Health Insurance	91,620	91,716	92,166	101,887	49,660	106,975
Life Insurance	129	30	123	129	216	129
Unemployment	-	-	-	-	-	-
Workers Compensation	2,453	1,930	3,173	2,152	692	1,661
TOTAL PERSONNEL	516,967	523,487	522,213	572,781	258,824	592,646
SUPPLIES & MATERIALS						
Office Supplies	550	684	486	700	799	700
Copy Supplies	248	326	296	450	-	450
Printing/Binding	192	204	187	250	250	250
Computer Supplies	1,507	2,073	175	2,000	2,078	2,000
Assets between \$700-\$4,999	-	-	-	-	-	-
Inventorial Supplies	-	-	482	400	-	400
TOTAL SUPPLIES & MATERIAL	2,496	3,286	1,626	3,800	3,127	3,800
OTHER CHARGES & SERVICES						
Professional Services	4,810	1,100	7,350	2,750	1,150	3,750
Auditing/Accounting	31,739	33,033	35,686	36,000	38,066	40,000
Legal	-	-	46	-	-	-
Telephone	-	-	-	-	-	-
Postage/Freight	1,363	1,247	1,377	1,500	(8)	1,500
Seminar/Meetings/Schools	1,009	716	801	3,500	737	3,500
Publishing & Advertising	929	962	1,001	1,000	376	1,000
General Insurance	1,232	1,841	2,195	2,000	920	2,000
Maintenance Contracts	6,466	3,109	1,869	3,000	-	3,000
Miscellaneous	-	4	-	-	-	-
Dues & Subscriptions	1,538	1,456	1,240	1,580	600	1,580
TOTAL OTHER CHARGES & SE	49,086	43,468	51,565	51,330	41,841	56,330
CAPITAL OUTLAY						
Computer Equipment	-	-	-	-	-	-
TOTAL EXPENDITURES	568,549	570,242	575,404	627,910	303,792	652,776

**CITY OF GRAND RAPIDS
FIRE DEPARTMENT
ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
PERSONNEL						
Salary-Fulltime	131,977	126,139	132,814	134,797	58,378	140,940
Salary-Fulltime OT	-	-	-	-	-	-
Salary-Parttime	149,548	134,795	113,550	172,040	45,801	172,711
Salary-Parttime/Overtime	20,740	20,755	23,436	17,000	12,786	22,000
FICA	13,777	12,285	11,420	14,727	4,885	15,169
PERA/Fire Pension	14,170	14,469	14,867	15,276	6,757	16,106
Fire Pension-St of MN	143,391	130,077	148,629	130,000	-	-
Fire Relief-City contribution	5,000	5,000	5,000	5,000	-	5,000
Medicare	4,367	4,042	3,866	4,696	1,683	4,867
Health Insurance	18,324	18,324	19,074	20,377	9,932	21,395
Life Insurance	636	578	569	800	313	800
Unemployment	(484)	-	-	-	-	-
Workers Compensation	32,623	32,767	46,297	44,744	16,518	38,195
TOTAL PERSONNEL	534,071	499,231	519,522	559,457	157,054	437,182
SUPPLIES & MATERIALS						
Office Supplies	98	281	-	500	89	500
Copy Supplies	8	24	57	200	-	200
Computer Supplies	-	-	-	500	-	500
Training Supplies	309	475	612	500	-	500
Assets between \$700-\$4,999	6,099	1,147	4,500	7,000	-	7,000
Inventorial Supplies	1,363	879	5,770	7,000	430	7,000
Operating Supplies	5,539	7,173	9,759	7,000	2,691	7,000
Motor Fuels	11,130	12,091	7,730	10,500	2,995	10,500
Lubricants	8	-	181	400	-	400
Uniforms/Clothing/Safety	19,608	17,307	30,395	22,000	3,448	22,000
TOTAL SUPPLIES & MATERIALS	44,162	39,377	59,005	55,600	9,654	55,600
OTHER CHARGES & SERVICES						
Professional Services	-	-	1,300	1,000	-	1,000
Physicals	1,050	3,668	2,329	2,500	821	2,500
Legal	-	-	-	-	-	-
Janitorial	-	-	-	600	-	600
Telephone	-	-	-	-	-	-
Postage/Freight	590	19	96	300	-	300
Seminar/Meetings/Schools	9,561	3,973	10,528	15,000	2,749	15,000
Community Education/Promo	5,066	4,884	4,599	5,000	-	5,000
Auto Mileage-Inspector	-	-	-	-	-	-
Auto Licenses	-	-	-	-	-	-
Publishing & Advertising	761	-	1,671	650	-	650
General Insurance	11,982	17,032	20,203	8,560	9,430	8,560
Electricity	10,917	11,398	10,241	10,000	4,825	10,000
Garbage Removal	1,467	1,214	1,492	1,200	698	1,200
Heat-Natural Gas	3,299	2,602	2,410	4,500	1,054	4,500
Maintenance Contracts	188	3,346	11,858	9,500	396	9,500
Building Maint/Repairs	7,321	2,697	1,798	4,000	2,110	4,000
Television Service	-	1,646	1,642	750	870	750
Radio Maint/Repair	-	-	-	1,000	-	1,000
Vehicle Maint/Repair-Car #118	1,897	322	225	1,000	-	1,000
Air Trailer Repairs & Maintenance	1,038	1,080	1,040	500	311	500
Vehicle Maint/Repair-Eng #115	4,571	22,565	3,417	4,000	1,955	4,000
Vehicle Maint/Repair-Pickup #117	107	169	30	300	270	300
Vehicle Maint/Repair-Ladder #119	8,120	14,542	12,680	8,000	5,244	8,000
Vehicle Maint/Repair-Rescue #114	15,738	30,868	7,861	6,000	4,558	6,000
Vehicle Maint/Repair-Engine #113	385	3,336	6,048	3,000	2,465	3,000
Vehicle Maint/Repair-Engine #21	3,442	1,624	2,562	3,000	6,029	3,000
Vehicle Maint/Repair-Engine #111	6,230	18,015	3,792	5,000	1,906	5,000
Gen Equip Maint/Repair & SCBA Ser	4,995	3,720	3,064	6,000	1,442	6,000
Miscellaneous	-	-	-	-	-	-
Dues & Subscriptions	1,836	1,521	1,555	2,000	978	2,000

**CITY OF GRAND RAPIDS
FIRE DEPARTMENT
ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
Copier lease	1,211	1,277	720	1,200	641	1,200
Depreciation	-	-	-	125,000	-	125,000
Radio Depreciation	8,811	8,811	10,221	10,000	8,811	10,000
TOTAL OTHER CHARGES & SERV	<u>110,582</u>	<u>160,330</u>	<u>123,382</u>	<u>239,560</u>	<u>57,562</u>	<u>239,560</u>
CAPITAL OUTLAY						
Equip/Mach/Furn/Fix	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL EXPENDITURES	<u><u>688,815</u></u>	<u><u>698,937</u></u>	<u><u>701,908</u></u>	<u><u>854,617</u></u>	<u><u>224,270</u></u>	<u><u>732,342</u></u>

CITY OF GRAND RAPIDS
Fleet Maintenance

Actual 2021-2023 Expenditures, 2024 Budget, Year To Date Totals, Proposed 2025 Budget

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	YTD ACTUAL 6/30/2024	PROPOSED 2025 BUDGET
EXPENDITURES:						
<i>Personnel</i>						
Salary-Fulltime	139,201	138,975	146,761	156,789	67,392	162,72
Salary-Overtime	1,878	5,413	7,477	1,000	2,334	1,00
PERA	10,082	10,730	11,469	11,730	5,219	12,16
FICA	8,241	8,376	8,960	9,783	4,051	10,15
Medicare	1,927	1,959	2,096	2,288	947	2,37
Health Insurance	30,235	32,200	33,780	40,755	17,480	42,79
Life Insurance	49	50	77	52	125	5
Healthcare Savings	4,886	4,448	4,368	-	2,384	
Workers Compensation	5,925	3,857	4,872	4,824	1,990	4,77
TOTAL PERSONNEL	202,424	206,008	219,860	227,221	101,921	236,03
<i>Supplies & Materials</i>						
Office Supplies	91	15	-	500	-	50
Assets Between \$700-\$4999	1,595	1,456	6,465	4,000	1,624	4,00
Operating Supplies	3,159	3,953	5,931	6,800	1,380	6,80
Motor Fuel	662	903	1,263	2,200	382	2,20
Lubricants	6,520	10,379	8,293	8,000	6,493	10,00
Uniforms/Clothing	1,019	1,145	1,197	1,100	1,127	1,10
Small Tools	3,760	6,547	3,952	4,500	1,735	4,50
TOTAL SUPPLIES & MATERIALS	16,805	24,399	27,101	27,100	12,741	29,10
<i>Other Charges & Services</i>						
Seminars/Mtgs/School	1,666	1,527	220	2,500	-	2,50
General Insurance	572	835	1,029	700	425	70
Electricity	11,850	10,625	12,305	13,500	7,699	13,50
Hazardous Waste Disposal	1,614	1,686	2,263	1,700	1,315	1,70
Vehicle Equip Maint/Repair	12,145	13,435	7,242	22,000	2,464	22,00
Enterprise Lease Rental						
Dues & Subscriptions	2,360	1,887	3,280	4,000	4,208	4,50
TOTAL OTHER CHGS & SERVICES	30,206	29,995	26,339	44,400	16,112	44,90
<i>Capital Outlay</i>						
Equip/Mach/Furn/Fixtures	9,445	-	-	-	10,228	-
TOTAL CAPITAL OUTLAY	9,445	-	-	-	10,228	-
TOTAL EXPENDITURES	258,881	260,402	273,300	298,721	141,002	310,03

9/19/2024

**CITY OF GRAND RAPIDS
INFORMATION TECHNOLOGY DEPARTMENT
ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
PERSONNEL						
Salary-Fulltime	172,455	178,927	235,565	255,241	114,475	264,618
Salary-Fulltime Overtime	960	-	-	1,000	198	1,000
PERA	12,938	13,256	17,453	19,143	8,482	19,846
FICA	10,469	10,717	14,179	15,887	6,905	16,468
Medicare	2,449	2,506	3,316	3,715	1,615	3,851
Health Insurance	36,648	36,648	50,964	61,132	29,796	64,185
Life Insurance	59	50	66	77	125	77
Workers Compensation	717	1,069	1,419	1,405	731	1,725
TOTAL PERSONNEL	236,694	243,173	322,961	357,601	162,328	371,772
SUPPLIES & MATERIALS						
Office Supplies	167	160	205	400	39	400
Copy Supplies	5	18	13	50	-	50
Computer Supplies	-	-	-	500	-	300
Assets between \$700-\$4,999	9,601	4,343	-	5,000	3,925	6,300
Inventorial Supplies	-	-	57	-	-	-
Maint Tools/Supplies	909	1,119	1,184	800	105	600
TOTAL SUPPLIES & MATERIALS	10,681	5,640	1,458	6,750	4,069	7,650
OTHER CHARGES & SERVICES						
Professional Service/Web Page	4,166	7,780	6,325	6,000	-	-
Legal	-	-	-	-	-	-
Telephone	-	-	-	-	-	-
Postage	-	77	47	50	-	50
Seminar/Meetings/Schools	-	1,907	4,522	4,500	-	2,000
Auto Mileage	289	156	1,229	2,000	243	500
Publishing/Advertising	-	-	413	-	-	-
General Insurance	967	1,741	1,864	-	930	-
Garbage Disposal	211	-	-	300	-	200
Dept Maintenance Contracts	46	135	67	-	-	-
System Maintenance Contracts	28,666	22,327	16,102	26,000	25,046	38,300
Telephone System Maint/Repair	24	34	-	1,000	-	-
Datacenter Maint/Repairs	4,329	3,546	807	7,000	-	4,000
Network Internet Services	9,769	11,594	8,510	14,500	4,127	9,000
Equipment Maint/Repairs	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Dues/Subscriptions/License Fee	55	55	60	55	60	55
TOTAL OTHER CHARGES & SERV	48,522	49,352	39,946	61,405	30,406	54,105
CAPITAL OUTLAY						
Computer Equipment	-	-	6,931	-	-	-
TOTAL CAPITAL OUTLAY	-	-	6,931	-	-	-
TOTAL EXPENDITURES	295,897	298,166	371,297	425,756	196,803	433,527

**CITY OF GRAND RAPIDS
GRAND RAPIDS AREA LIBRARY
ACTUAL 2021-2023 EXPENDITURES, 2024 ADOPTED BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET**

	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 ACTUAL</u>	<u>2024 BUDGET</u>	<u>YTD ACTUAL 6/30/2024</u>	<u>PROPOSED 2025 BUDGET</u>
REVENUES						
Taxes						
Current	\$ 605,929	\$ 642,923	\$ 661,419	825,128	\$ -	\$ 830,187
Delinquent	8,908	4,460	1867.29		-	
Fiscal Disparities	52,442	78,000	53079.69		-	
Total Taxes	<u>667,279</u>	<u>725,384</u>	<u>716,366</u>	<u>825,128</u>	<u>-</u>	<u>830,187</u>
Intergovernmental						
Supplemental Aid	33,728	33,956	35,268		-	
State of Minnesota	-	707	-		-	
Library Contracts	146,043	151,428	143,384	128,000	-	145,000
Total Intergovernmental	<u>179,771</u>	<u>186,092</u>	<u>178,652</u>	<u>128,000</u>	<u>-</u>	<u>145,000</u>
Charges for Services						
ALS Cross-overs	8,045	8,045	8,045	5,281	8,045	5,281
Photo Copies	1,579	2,290	2,898	2,000	1,914	2,000
Internet	876	1,449	1,338	2,000	662	2,000
Library Fees-Proctoring	130	120	125	100	55	100
Passport Processing Fee	17,185	29,640	42,105	18,200	16,450	18,200
Fax Machine Use	367	436	693	500	353	500
Total Charges for Services	<u>28,182</u>	<u>41,980</u>	<u>55,204</u>	<u>28,081</u>	<u>27,479</u>	<u>28,081</u>
Fines and Forfeits						
Library Fines	220	13	86		10	-
Total Fines and Forfeits	<u>220</u>	<u>13</u>	<u>86</u>	<u>-</u>	<u>10</u>	<u>-</u>
Miscellaneous Revenue						
Donations	4,089	12,302	17,529	1,500	8,300	1,500
Memorial Books	-	-	60	-	-	-
Donations-Children's Library	-	487	-	-	-	-
Donations-Library Programs	330	-	-	-	-	-
Endowment Fund Income	6,981	(4,130)	2,586	1,300	1,466	1,300
Donations-ADA Project	-	-	-	-	-	-
Grand Rapids Lib Foundation	3,400	34,777	24,486	-	21,134	-
Meeting Room Receipts	-	-	-	-	-	-
Miscellaneous	2,311	2,569	2,809	-	892	-
Energy Rebates	-	-	-	-	-	-
Investment Income	4,001	2,901	5,200	3,000	907	3,000
Net (loss)/gain on net Investment	-	(23,611)	7,028	-	-	-
Total Miscellaneous Revenue	<u>21,112</u>	<u>25,295</u>	<u>59,698</u>	<u>5,800</u>	<u>32,699</u>	<u>5,800</u>
Other Sources						
Insurance Recovery	-	-	-	-	-	-
Operating Transfer - In	-	-	4,452	-	-	-
Fund Balance Usage	-	-	-	-	-	-
Total Revenues	<u>896,564</u>	<u>978,765</u>	<u>1,014,459</u>	<u>987,009</u>	<u>60,189</u>	<u>1,009,068</u>
EXPENSES						
Operating Transfer Out	-	-	-	-	-	-

9/19/2024

**CITY OF GRAND RAPIDS
GRAND RAPIDS AREA LIBRARY
ACTUAL 2021-2023 EXPENDITURES, 2024 ADOPTED BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET**

	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 ACTUAL</u>	<u>2024 BUDGET</u>	<u>YTD ACTUAL 6/30/2024</u>	<u>PROPOSED 2025 BUDGET</u>
Personnel						
Salary-Full time	398,402	389,447	403,487	415,796	201,275	432,574
Salary-Full time overtime	-	-	-	-	-	-
Salary-Part Time	53,774	71,515	85,689	91,955	51,968	96,799
Salary-Part time overtime	-	-	-	-	-	-
Contracted Services	4,845	11,393	2,043	8,510	551	8,510
PERA	35,699	34,401	36,378	37,816	18,678	39,305
FICA	27,825	28,192	29,912	31,481	15,550	32,821
Medicare	6,508	6,593	6,996	7,362	3,637	7,676
Health Insurance	115,625	109,944	114,444	122,265	59,592	128,370
Life Insurance	199	218	222	232	138	232
Unemployment	8,787	-	-	-	3	-
Worker's Comp	2,954	2,496	3,062	3,032	1,206	2,413
Total Personnel	<u>654,619</u>	<u>654,199</u>	<u>682,233</u>	<u>718,449</u>	<u>352,598</u>	<u>748,700</u>
Supplies and materials						
Office Supplies	3,732	7,754	3,803	8,000	2,705	8,000
Copy Supplies	450	637	1,118	1,500	-	1,500
Printing/binding	478	528	193	1,000	126	1,000
Computer Supplies	3,522	3,359	3,477	3,000	1,410	3,000
Computer Inventory	10,560	365	836	2,500	-	2,500
Assets between 700 and 4999	1,529	13,361	7,873	10,000	11,429	10,000
Inventorial Supplies Equip<700	790	3,514	750	1,000	-	1,000
Volunteer Prgm Supplies & Mat	414	3,593	6,197	1,000	731	1,000
Operating Supplies	2,744	2,812	2,894	2,000	3,181	2,000
Books	41,791	51,345	48,884	39,000	23,105	39,000
Audio/Visual	8,787	9,197	8,033	9,000	5,917	9,000
Newspapers	1,459	1,563	1,993	2,000	1,490	2,000
Periodicals	5,588	5,561	5,549	7,500	30	7,500
Maintenance Tools/Supplies	2,061	2,314	2,805	3,000	1,662	3,000
Other Supplies/Materials	90	360	-	-	-	-
Equipment/Parts	-	-	-	-	-	-
Volunteer Coordinator Materials	-	-	-	-	-	-
Total supplies and materials	<u>83,995</u>	<u>106,264</u>	<u>94,404</u>	<u>90,500</u>	<u>51,785</u>	<u>90,500</u>
Services and Charges						
Professional Services	-	15,501	-	500	-	500
Accounting Services	1,113	1,124	1,203	1,500	-	1,600
Legal	-	-	-	-	-	-
Laundry	457	726	820	1,000	397	1,000
Janitorial Services	20,400	18,275	20,400	20,960	8,733	20,960
Other Contracted Services	4,289	16,023	6,325	12,000	4,495	12,000
Telephone	4,811	4,546	4,378	6,000	2,262	6,000
Postage/Freight	1,743	3,293	4,506	3,500	2,453	3,500
Seminar/Meetings/School	-	-	10,229	16,000	4,837	3,000
Staff Training	-	-	-	-	-	-
Community Ed/Promotion	216	216	216	-	227	-
Professional Service-Collections	343	1,877	1,922	2,000	466	2,000
Auto Mileage/travel	-	-	254	-	82	500
Publishing and Advertising	105	420	-	600	-	600
General Insurance	8,043	17,082	24,295	22,000	13,104	26,208

9/19/2024

**CITY OF GRAND RAPIDS
GRAND RAPIDS AREA LIBRARY**

ACTUAL 2021-2023 EXPENDITURES, 2024 ADOPTED BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET

	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 ACTUAL</u>	<u>2024 BUDGET</u>	<u>YTD ACTUAL 6/30/2024</u>	<u>PROPOSED 2025 BUDGET</u>
Electricity	34,158	33,292	31,682	35,000	12,056	35,000
Garbage Removal	1,766	1,675	1,797	2,000	1,284	2,000
Heat-Natural Gas	5,031	4,643	1,961	8,000	951	8,000
Maintenance Contracts	10,499	10,501	12,190	9,500	2,103	9,500
Building Maintenance/Repairs	7,006	17,733	9,977	15,000	4,403	15,000
Grounds Maintenance	-	1,536	3,683	1,000	1,173	1,000
Computer Maintenance/Repairs	8,766	9,847	10,440	9,000	3,318	9,000
On-line Services	2,564	1,753	1,849	3,000	1,079	3,000
General Equip Maint/Repair	5,525	11,624	6,664	8,000	-	8,000
Equipment Leases	1,451	1,445	1,512	1,500	714	1,500
Miscellaneous	20	-	-	-	-	-
Dues & Subscriptions	30	30	30	-	240	-
Interlibrary Loan Charges	-	20	-	-	-	-
Fund Balance Payback	-	-	-	-	-	-
Total Other Services	<u>118,335</u>	<u>173,180</u>	<u>156,333</u>	<u>178,060</u>	<u>64,377</u>	<u>169,868</u>
Capital Outlay						
Equipment/Mach/Furn/Fixture	-	-	7,898	-	-	-
Building/Bldg Improvements	-	-	-	-	-	-
Total Capital Outlay	<u>-</u>	<u>-</u>	<u>7,898</u>	<u>-</u>	<u>-</u>	<u>-</u>
GRAND TOTAL	<u>856,949</u>	<u>933,644</u>	<u>940,868</u>	<u>987,009</u>	<u>468,760</u>	<u>1,009,068</u>
REVENUE/(EXPENDITURES)	<u>\$ 39,615</u>	<u>\$ 45,121</u>	<u>\$ 73,591</u>	<u>\$ -</u>	<u>\$ (408,571)</u>	<u>\$ -</u>

**CITY OF GRAND RAPIDS
POLICE DEPARTMENT**

Item 18.

ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
PERSONNEL						
Salary-Fulltime	1,540,258	1,617,881	1,714,251	1,853,822	786,264	2,066,511
Salary-Overtime	132,454	125,166	162,037	125,000	69,896	125,000
Salary-Overtime TZD Grant	5,145	7,742	13,055	10,000	6,757	10,000
Salary-Parttime	25,893	-	87	-	720	-
Contracted Services	1,810	413	2,600	4,000	-	4,000
PERA	10,138	9,832	9,174	10,575	4,593	11,111
FICA	8,267	8,028	7,575	8,835	3,900	9,333
Police Pension	265,377	285,034	311,316	326,798	138,818	362,911
Medicare	24,063	24,639	26,694	28,838	11,972	31,911
Health Insurance	394,516	406,182	426,111	458,492	223,390	492,000
Life Insurance	583	703	508	581	884	500
Workers Compensation	101,108	120,049	151,037	120,048	61,233	137,333
TOTAL PERSONNEL	2,509,612	2,605,669	2,824,446	2,946,989	1,308,428	3,250,911
SUPPLIES & MATERIALS						
Office Supplies	796	764	1,500	1,500	187	1,500
Copy Supplies	434	578	623	500	-	500
Printing & Binding	691	767	591	500	94	500
Computer Supplies	-	-	-	1,000	111	1,000
Assets between \$700-\$4,999	5,279	-	722	-	1,495	-
Inventorial Supplies	1,381	560	919	3,500	-	3,500
Operating Supplies	6,806	5,884	5,924	6,500	2,248	6,500
Motor Fuels	44,758	52,943	50,157	65,000	21,992	65,000
Lubricants	-	-	-	-	-	-
Police Reserves Supplies-Done	3,162	2,784	659	3,000	-	3,000
Uniforms/Clothing/Safety	29,034	23,537	26,520	26,000	17,242	26,000
Ammunition	7,766	11,412	4,695	7,000	8,127	7,000
SWAT	3,879	5,778	4,700	7,000	7,000	10,000
TOTAL SUPPLIES & MATERIALS	103,986	105,009	97,009	121,500	58,497	124,500
OTHER CHARGES & SERVICES						
Professional Services	45	-	-	-	-	-
Legal	560	10,786	-	2,000	-	2,000
Legal - Prosecutions	55,000	55,000	55,000	55,000	22,917	63,000
Other Contracted Services	881	-	-	-	-	-
Telephone	-	-	-	-	-	-
Postage/Freight	1,199	920	667	500	(2)	700
Seminar/Meetings/Schools	26,854	20,436	28,586	30,000	18,938	30,000
Hiring Expense/Background	912	1,343	4,321	2,000	2,951	2,000
Subpeona Fees	-	-	-	-	-	-
Community Education/Promo	2,495	2,610	2,393	2,500	3,934	3,000
Auto Licenses	86	199	100	200	33	200
Post Brd License Fee Reimburs	902	542	-	720	-	700
Publishing & Advertising	875	2,863	1,016	1,500	-	1,500
General Insurance	55,106	71,122	77,822	80,000	36,690	88,000
Electricity	1,309	2,268	2,231	2,500	921	2,500
Heat-Natural Gas	255	-	-	500	-	-
Maintenance Contracts	2,427	2,652	2,389	3,000	1,212	3,000
Building Maint/Repairs	904	624	41	1,000	-	1,000
Body Worn Cameras	-	166	67,521	80,000	73,215	90,000
Radio Maint/Repair	-	675	56	-	-	1,000

9/19/2024

**CITY OF GRAND RAPIDS
POLICE DEPARTMENT**

Item 18.

ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
Vehicle Maint/Repair	40,939	23,850	18,385	20,000	3,424	8,000
Gen Equip Maint/Repair	1,704	1,947	15,570	3,500	2,176	3,500
General Equipment	4,799	-	-	2,600	-	2,000
Miscellaneous	60	-	201	-	200	-
Dues & Subscriptions	2,056	1,788	1,742	2,000	1,937	2,000
Copier Lease	1,616	1,787	2,202	1,700	926	1,700
Safety Camp Expenditures	-	28	-	-	-	-
Towing Charges	3,655	2,122	1,318	3,000	341	2,000
Out of Town Court Expenses	-	-	-	-	-	-
Radio Deprecation	16,649	16,420	16,420	16,420	16,190	16,500
TOTAL OTHER CHARGES & SER	221,287	220,148	297,983	310,640	186,001	324,400
CAPITAL OUTLAY						
Eqpt/Machinery/Furn/Fix	42,614	-	-	-	-	-
TOTAL POLICE EXPENDITURES	2,877,500	2,930,825	3,219,437	3,379,129	1,552,926	3,699,800
GRAND ITASCA SECURITY PERSONNEL						
Salary-Fulltime	186,048	197,607	222,980	270,548	119,130	291,200
Salary-Overtime	20,979	25,136	23,862	-	5,661	10,000
Salary-Parttime	23,078	26,680	29,519	45,395	8,412	20,000
Salary-PT Overtime	-	966	67	-	-	-
PERA	16,266	16,559	19,740	21,153	9,681	22,500
FICA	13,686	15,018	16,888	19,588	8,152	19,600
Police Pension	1,107	634	84	-	29	-
Medicare	3,288	3,563	3,956	4,581	1,909	4,600
Health Insurance	73,296	67,188	80,952	101,887	39,728	106,900
Life Insurance	95	111	105	232	126	1,000
Unemployment	15	-	-	-	-	-
Workers Compensation	13,335	17,503	27,570	35,006	10,575	25,300
TOTAL PERSONNEL	351,192	370,965	425,723	498,390	203,404	500,600
SUPPLIES & MATERIALS						
Office Supplies	-	-	-	200	-	2,000
Copy Supplies	1	1	1	-	-	-
* Assets between \$700-\$4,999	1,224	-	-	-	-	-
Inventorial Supplies	-	252	3,024	3,024	3,024	3,000
Operating Supplies	-	1,558	-	-	-	-
Uniforms/Clothing/Safety	3,586	4,098	3,109	3,000	1,885	3,000
Taser Cartridges/Mace	-	-	-	-	-	-
TOTAL SUPPLIES & MATERIALS	4,811	5,910	6,134	6,224	4,909	6,200
OTHER CHARGES & SERVICES						
Administrative Costs/Prof Svcs	-	-	-	59,807	-	66,000
Supervisor Costs	-	-	-	-	-	-
Other Contracted Services	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Legal	-	-	-	-	-	-
Telephone	-	-	-	-	-	-
Postage/Freight	10	6	-	-	-	-
Seminar/Meetings/Schools	-	113	-	-	-	-
Hiring Expense/Background 9/19/2024	6,826	5,726	1,463	2,500	2,715	2,500

**CITY OF GRAND RAPIDS
PUBLIC WORKS/ENGINEERING DEPARTMENT
ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
PERSONNEL						
Salary-Fulltime	844,492	776,953	830,753	854,204	331,424	747,882
Salary-Overtime	23,183	23,452	29,473	22,000	8,123	22,000
Salary-Parttime	130,419	157,567	128,464	92,000	53,460	92,000
Salary-Parttime/Overtime	4,037	6,306	3,611	4,750	1,250	4,750
Contracted Services	-	14,786	-	-	-	59,000
PERA	65,549	59,587	63,918	65,737	24,517	57,645
FICA	59,349	57,063	58,721	59,967	22,545	53,375
Medicare	13,878	13,343	13,731	14,024	5,272	12,483
Health Insurance	209,072	214,205	217,800	255,789	125,817	225,691
Life Insurance	312	288	229	327	369	275
HealthCare Savings	16,923	15,103	14,270	-	10,728	-
Unemployment	4,611	5,039	15,962	7,510	7,959	7,510
Workers Compensation	47,777	46,311	53,185	52,253	28,111	50,324
TOTAL PERSONNEL	1,419,599	1,390,003	1,430,118	1,428,561	619,576	1,332,935
SUPPLIES & MATERIALS						
Office Supplies	357	236	279	800	90	800
Copy Supplies	436	618	734	1,200	147	1,200
Printing/Binding	-	-	166	100	-	100
Computer Supplies	67	-	1,141	1,500	4,255	1,500
Assets between \$700-\$4,999	5,049	-	1,100	6,000	1,862	6,000
Inventorial Supplies	881	-	1,508	400	3,591	400
Operating Supplies	463	688	560	1,300	1,342	1,300
Motor Fuels	43,271	75,312	57,296	70,000	22,330	65,000
Lubricants	881	27	-	1,000	-	1,000
Maintenance Tools/Sup	5,983	2,594	3,318	1,500	1,499	1,500
Building Maint Supplies	52	238	10	1,000	8,205	1,000
Chemicals	358	1,032	633	800	545	800
Uniforms/Clothing/Safety	9,247	10,612	8,478	7,500	6,956	7,500
Cutting Edges	-	2,970	9,283	-	4,506	5,000
Sign Repair Materials	8,198	13,930	11,717	15,000	7,696	15,000
Bituminous/Pot hole patching	74,015	25,519	41,889	45,000	-	45,000
Concrete	73	2,221	41	1,000	-	1,000
Granular/Riprap/Dirt	1,137	6,785	9,469	6,000	4,332	6,000
Small Tools	2,503	1,355	3,764	2,000	1,240	2,000
Sand/Salt	46,149	64,255	52,506	65,000	24,511	55,000
Liquid De-Icer	29,793	41,732	25,639	20,000	-	20,000
Grounds Maint/Supplies	58,089	40,484	58,336	35,000	7,654	50,000
TOTAL SUPPLIES/ MATERIALS	287,002	290,609	287,867	282,100	100,761	287,100
OTHER CHARGES & SERVICES						
Professional Services	2,986	-	16,214	10,000	280	10,000
Engineering Fees	10,423	5,669	7,095	8,000	2,771	8,000
Legal	2,512	-	1,000	2,000	-	2,000
Other Contracted Services	188,904	89,253	96,501	90,000	5,166	90,000
PUC Chgs Telephone Chgs	629	149	-	-	-	-
S/W Trip Haz Repairs	15,760	17,887	8,547	20,000	-	20,000
Postage/Freight	227	118	1,058	1,600	53	1,600
Seminar/Meetings/Schools	2,084	5,582	5,794	11,000	1,420	6,500
Auto Mileage	1,232	1,704	1,932	1,500	670	1,500

9/19/2024

**CITY OF GRAND RAPIDS
PUBLIC WORKS/ENGINEERING DEPARTMENT
ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 6/30/2024	PROPOSED 2025 BUDGET
Auto Licenses	-	635	-	750	553	750
Publishing & Advertising	1,446	210	-	700	-	700
General Insurance	20,841	20,886	23,188	29,500	17,712	29,500
Electricity	43,670	56,734	39,364	50,000	21,407	50,000
Water	12,841	9,263	17,802	10,000	4,071	12,500
Garbage Removal	15,870	20,117	24,762	16,000	9,880	20,000
Heat-Natural Gas	626	1,096	967	1,000	428	1,000
Maintenance Contracts	3,521	3,121	3,033	3,500	1,600	3,500
Building Maint/Repairs	20,550	27,122	33,888	30,000	6,487	30,000
Ground Maint/Repairs	12,654	6,458	7,579	7,000	2,086	7,000
Irrigation Maint/Repair	8,074	4,566	8,534	7,500	2,628	7,500
Vehicle Maint/Repair	114,776	144,311	128,515	115,000	46,575	90,000
Gen Equip Maint/Repair	334	2,669	-	300	67	300
Fixture Maint/Repair	1,054	40	496	1,000	3,457	1,000
Equipment Rental	650	-	2,065	1,500	-	1,500
Portable Restroom Rental	15,917	13,644	12,671	15,000	4,483	15,000
Miscellaneous	-	5,685	46	500	110	500
Dues & Subscriptions	626	668	498	750	142	750
Banner Replacement	4,329	4,819	4,822	4,000	-	4,000
Demo Dump Charges	415	-	1,725	-	4,625	-
Crack Sealing-ST Aid Maint	35,520	63,755	47,125	60,000	-	60,000
Striping-ROW Paint	14,186	14,979	16,267	15,000	2,094	15,000
Fleet Maintenance	20	-	24	-	-	-
Facility Maint Charges	2,561	-	21,393	-	217	-
Street Lighting	122,573	119,930	114,802	120,000	47,038	120,000
Street Lighting Supplies	932	-	-	-	-	-
Street Lighting Maint	115,384	141,261	114,057	120,000	42,556	120,000
TOTAL OTHER CHGS/SERV	794,126	782,330	761,762	753,100	228,577	730,100
CAPITAL OUTLAY-PUBLIC WORKS						
Equipment/Mach/Furn & Fix	-	-			6,000	
Building/Building Improvements	-	-	7,275	-	-	-
TOTAL CAPITAL OUTLAY	-	-	7,275	-	6,000	-
TOTAL EXPENDITURES	2,500,727	2,462,942	2,487,022	2,463,761	954,914	2,350,135

**CITY OF GRAND RAPIDS
RECREATION DEPARTMENT**

ACTUAL 2021-2023 EXPENDITURES, 2024 BUDGET, YEAR TO DATE ACTUAL AND PROPOSED 2025 BUDGET

	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 ACTUAL</u>	<u>2024 BUDGET</u>	<u>ACTUAL YTD 6/30/2024</u>	<u>PROPOSED 2025 BUDGET</u>
PERSONNEL						
Salary-Fulltime	44,535	45,473	88,135	129,507	69,548	133,292
Salary-Overtime	-	-	1,839		3,255	
Salary-Parttime	7,383	21,885	82,501	92,758	53,989	114,020
Salary-Parttime Overtime	-	-	559	2,010	290	2,010
Contacted Services	-	-	3,733		8,046	2,010
PERA	3,340	3,410	8,606	14,341	7,741	13,303
FICA	3,138	4,096	10,533	13,905	7,611	15,458
Police Pension	734	938	31	3,281	241	356
Medicare	-	-	2,466	-	1,799	3,644
Health Insurance	9,162	9,162	22,863	40,755	18,672	32,093
Life Insurance	13	13	31	52	63	39
Healthcare Savings	-	-	1,092	-	1,192	
Unemployment	283	-	3,685	1,010	480	1,510
Workers Compensation	1,992	2,189	7,145	8,886	3,971	9,530
TOTAL PERSONNEL	70,580	87,166	233,220	306,505	176,897	327,265
SUPPLIES & MATERIALS						
Office Supplies	-	-	76	300	-	300
Copy Supplies	0	1	25		-	
Printing/Binding	-	-			-	
Computer Supplies	-	-			-	
Assets \$700-\$4,999	-	-			-	
Inventorial Supplies	-	-			-	
Operating/Program Supplies	25	-	774		5,370	10,000
Motor Fuels	-	-	4,165		100	
Maintenance Tools/Supplies	12	-	1,952		1,325	4,000
Uniforms/Clothing/Safety					300	
Activity Passes	-	-	-		-	
TOTAL SUPPLIES & MATERIALS	37	1	6,991	300	7,095	14,300
OTHER CHARGES & SERVICES						
Auditing/Accounting Services					675	1,402
Legal	-	-	1,130	1,000	-	1,000
Other Contracted Services	-	-			-	
Telephone	-	-			-	
Postage/Freight	1	2	41		-	
Seminar/Meetings/Schools	-	-	520	-	-	-
Auto License	-	-			-	
Publishing & Advertising	188	-			-	
General Insurance	329	417	(750)	1,000	670	1,000
Maintenance Contracts	1,764	3,068	3,504	5,000	3,749	5,000
Computer Maint/Repair	-	-	572		-	
Gen Equip Maint/Repair	148	-	545		-	
Vehicle Maint/Repair	-	-			-	
Equipment Rental	471	477	382		371	
MC/Visa Bank Charges					323	
Miscellaneous	20	-	127		-	
Dues & Subscriptions	37	71	625	-	460	-
Advertising Production			269		-	
Snowmobile Trail Grooming	2,500	2,500	2,500	3,000	-	3,000
TOTAL OTHER CHARGES & SERV	5,458	6,534	9,465	10,000	6,248	11,402
TOTAL CAPITAL OUTLAY					-	
TOTAL EXPENDITURES	76,074	93,701	249,676	316,805	190,241	352,967

9/19/2024