



CITY COUNCIL MEETING AGENDA

Monday, September 11, 2023
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, September 11, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, August 28, 2023 Regular meeting and summary of August 28, 2023 Closed meeting.

VERIFIED CLAIMS:

2. Approve the verified claims for the period August 22, 2023 to September 5, 2023 in the total amount of \$1,420,845.21.

CONSENT AGENDA:

3. Adopt a Resolution Accepting a State Grant in the amount of \$111,668.43 for the North Taxilane Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.
4. Consider authorizing the retirement and sale of surplus assets to be sold at auction
5. Consider authorizing the Police Department to sell three (3) city owned police squads through Mid State Auto online auction.
6. Consider authorizing a supplemental letter agreement with SEH for the stormwater protection ordinance review
7. Consider entering into an agreement with Grand Rapids GM for EV charging sites
8. Adopt a Resolution Accepting a State Grant in the amount of \$3,439.00 for the Crack Seal Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.
9. Consider establishing new eligibility list for Firefighter Trainee.

[10.](#) Consider accepting quote for compressor replacement in east venue of IRA Civic Center

[11.](#) Consider approving change order 11 for electrical work at IRA Civic Center.

SET REGULAR AGENDA:

ADMINISTRATION:

[12.](#) Consider a motion to approve a purchase agreement for the real property identified as Parcel ID #91-550-0340.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 25, 2023, AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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

CITY COUNCIL MEETING MINUTES

Monday, August 28, 2023

5:00 PM

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

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

STAFF: Tom Pagel, Chad Sterle, Travis Cole, Kevin Ott, Rob Mattei, Matt Wegwerth, Barb Baird, Chery Pierzina

PROCLAMATIONS/PRESENTATIONS:

1. Proclamation - Veteran Crisis Response Team

Mayor Christy read the proclamation into the record.

PUBLIC FORUM:

Myrna Peterson, 2304 McKinney Lake Road, speaks to the Conner rezone issues on behalf of her family.

Emily Baker, 2101 Benson Lane, expresses opposition to rezone, reviewing considerations and presenting opposing view. Opposes future rezoning of Benson Lane.

COUNCIL REPORTS:

Councilor Connelly stated that there was an opening on Human Rights Commission.

Mayor Christy shared an email received from a family passing through Grand Rapids expressing appreciation for assistance provided by residents.

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, August 14, 2023 Regular meeting and Wednesday, August 16, 2023 Budget meeting.

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

VERIFIED CLAIMS:

3. Approve the verified claims for the period August 8, 2023 to August 21, 2023 in the total amount of \$1,176,143.34.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Council reviewed and acknowledged the following:
 June 7, 2023 Civic Center Advisory Board
 June 9, 2023 GREDA Special meeting
 July 12, 2023 Library Board meeting
 July 17, 2023 GREDA meeting
 July 18, 2023 Golf Board Minutes

CONSENT AGENDA:

5. Consider approving temporary liquor for Klockow Brewing Klocktoberfest event September 30, 2023
6. Consider accepting resignations from Golf Board and Human Rights Commission
7. Consider authorizing quotes and awarding a contract for the rain gutter replacement on the terminal building at the Grand Rapids / Itasca County Airport.
8. Consider authorizing a quote and awarding a contract to remove old caulk around windows, doors, and louvers and replace with new caulk on the terminal building at the Grand Rapids / Itasca County Airport.
9. Consider approving the hiring and wage adjustments of part-time employees at the IRA Civic Center.
10. Consider authorizing quotes and accepting low bid from Joy's Greenhouse for hanging baskets and planters for Central Business District
11. Consider the purchase and installation of an electric chain hoist to be installed in the fire hall and the additional electrical outlets.
12. Consider approving on-sale liquor license for La Tequila Taco Shop
13. Consider accepting quote through Minnesota Cooperative Purchasing Venture for furniture at Civic Center
14. Consider accepting low quote for rubber flooring at the IRA Civic Center
15. Consider adopting a resolution calling a public hearing on the creation of TIF District 1-14 L&M Supply and the adoption of a TIF Plan therefore.

Adopted Resolution 23-56

16. Consider approving change orders related to IRA Civic Center project.

16a. Consider approving hire of Golf Seasonal Employee.

16b. Consider approving Klockow Brewing temporary liquor for event on September 21, 2023.

Motion made by Councilor Adams, Second by Councilor Connelly to approve the Consent agenda as amended to include additions of items #16a. and #16b. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

SET REGULAR AGENDA:

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

ADMINISTRATION:

17. Consider appointing Samuel Hussman to the position of Police Officer

Human Resources Officer, Chery Pierzina, presented background information on vacancy in the Police Department, the recruiting process and subsequent applicant review including interviews and recommended the appointment of Samuel Hussman.

Motion made by Councilor Adams, Second by Councilor MacGregor to approve the appointment of Samuel Hussman to the position of Police Officer as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

18. Consider accepting the resignation of Jeff Ingle from the position of Captain from the Grand Rapids Fire Department and authorize City staff to begin the process of filling the internal vacancy

Ms. Pierzina presented Mr. Ingle's resignation from the position of Captain with the Fire Department, noting that he will continue to serve as Firefighter.

Motion made by Councilor Connelly, Second by Councilor Adams to accept Jeff Ingle's resignation and authorize staff to fill the vacancy. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

19. Consider the retirement of Bob Cahill from the position of Director of Golf, consider revised job description for the position of Director of Golf, authorize the advertisement/interviewing for this position, and appoint a City Council member to the hiring committee.

Ms. Pierzina discussed the pending retirement of Director of Golf, Bob Cahill in 2024 and the updated job description. Staff is requesting the appointment of one Council member to serve on the hiring committee.

Motion made by Councilor MacGregor, Second by Councilor Connelly to approve the job description for Director of Golf, authorize advertising and interview process and appoint Councilor Dale Adams to the hiring committee. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

COMMUNITY DEVELOPMENT:

20. Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map, by rezoning land from R-1 (One Family Residential) to R-4 (Multi-Family Residential, High Density)

Mr. Mattei reviews rezone request and text amendments following tabling of the issue at the last Council meeting. Staff is recommending approval and requesting authorization to publish in summary form.

Motion made by Councilor Adams, Second by Councilor Sutherland adopting City Ordinance 23-08-05, rezoning land from R-1 to R-4 of the official zoning map. Voting Yea: Mayor Christy, Councilor Adams, Councilor Sutherland

ENGINEERING PUBLIC WORKS:

21. Consider donating 6 cemetery plots to Grand Itasca Clinic & Hospital

Motion made by Councilor Connelly, Second by Councilor Adams to approve donation of six cemetery plots to Grand Itasca Clinic & Hospital. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

22. Consider entering into an agreement with Grand Rapids GM for EV charging sites

Motion made by Councilor Connelly, Second by Councilor MacGregor to approve agreement with Grand Rapids GM for Electric Vehicle Charging Sites. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

23. Consider entering into an agreement with Grand Rapids Area Chamber of Commerce for an EV charging site

Mr. Wegwerth notes that the Depot Commons is the contractual party in the agreement, not Chamber of Commerce. Requests Council approval with the correction to contract to reflect correct contractual party.

Motion made by Councilor MacGregor, Second by Councilor Adams to approve agreement with Depot Commons for Electronic Vehicle Changer site and authorize updating agreement to reflect Depot Commons as contractual party and remove Chamber of Commerce as such. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

FIRE:

24. Consider allowing the Grand Rapids Fire department to enter into a Department of Defense Firefighter Program agreement for the purchase of a 2003 S150 Bobcat.

Motion made by Councilor Connelly, Second by Councilor Sutherland approving agreement with Department of Defense Firefighter program for purchase of 2003 S150 Bobcat. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:00 PM)

25. Conduct a Public Hearing approving a Street Reconstruction Plan and authorizing the issuance of General Obligation Street Reconstruction Bonds.

Mayor Christy stated the purpose of the public hearing. City Clerk Gibeau acknowledged that all required notifications were made and no correspondence was received by the Clerk's office.

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

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

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

FINANCE:

26. Consider adopting a resolution approving an Amended and Restated Street Reconstruction Plan and authorizing the issuance of General Obligation Street Reconstruction Bonds, Series 2023A.

Motion made by Councilor Connelly, Second by Councilor MacGregor to **adopt Resolution 23-57**, General Obligation Street Reconstruction Bonds as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

27. Consider adopting a resolution providing for issuance and sale of General Obligation Utility Revenue Bonds, Series 2023B, in the proposed aggregate principal amount of \$6,200,000.

Rebecca Kurtz, Ehlers, notes that the maximum principal amount has been updated to \$4,755,000 from \$6,200,000.

Motion made by Councilor MacGregor, Second by Councilor Adams to **adopt Resolution 23-58**, General Obligation Utility Revenue Bonds, series 2023B, proposed maximum principal amount of \$4,755,000. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

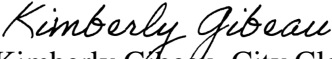
28. Consider adopting a resolution authorizing the City to enter into a Credit Enhancement Program Agreement with the Minnesota Public Facilities Authority.

Motion made by Councilor Adams, Second by Councilor Sutherland to **adopt Resolution 23-59**, Credit Enhancement Program Agreement with MN Public Facilities Authority. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:21 pm.

Respectfully submitted:


Kimberly Gibeau, City Clerk



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

CITY COUNCIL CLOSED MEETING SUMMARY

Monday, August 28, 2023

4:30 PM

Mayor Christy called the meeting to order at 4:30 PM.

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

STAFF: Tom Pagel, Chad Sterle, Kevin Ott, Jeremy Nelson, Kimberly Gibeau

BUSINESS:

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

Mayor Christy noted the reason for the closed session and called for a motion to close the meeting.

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

Attorney Sterle presented information relative to labor negotiations. Council requested more information and will return to discuss further at a closed meeting on September 25, 2023.

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

There being no further business, the meeting adjourned at 4:52 PM.

Respectfully submitted:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk

DATE: 09/06/2023
 TIME: 13:29:28
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/11/2023

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
1915248	SHI INTERNATIONAL CORP	2,082.98
1920240	CHAD B STERLE	138.00
TOTAL CITY WIDE		2,220.98
SPECIAL PROJECTS-NON BUDGETED		
1621125	PUBLIC UTILITIES COMMISSION	735.20
TOTAL SPECIAL PROJECTS-NON BUDGETED		735.20
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
TOTAL ADMINISTRATION		1,600.00
BUILDING SAFETY DIVISION		
0100010	5 STAR PEST CONTROL &	650.00
0118100	ARAMARK UNIFORM SERVICES	60.82
0920060	ITASCA COUNTY TREASURER	1,869.56
1801555	RAPID PEST CONTROL INC	72.00
TOTAL BUILDING SAFETY DIVISION		2,652.38
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	233.84
TOTAL COMMUNITY DEVELOPMENT		233.84
FIRE		
0114200	ANDERSON GLASS	1,000.00
0118100	ARAMARK UNIFORM SERVICES	31.68
0210425	BJK INC	200.00
0401804	DAVIS OIL INC	154.74
1200500	L&M SUPPLY	22.74
1301014	MACQUEEN EMERGENCY GROUP	1,689.21
1309279	MN DEPT OF NATURAL RESOURCES	4,500.00
1901535	SANDSTROM'S INC	88.72
TOTAL FIRE		7,687.09

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 09/11/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
INFORMATION TECHNOLOGY		
0221650	BURGGRAF'S ACE HARDWARE	7.49
TOTAL INFORMATION TECHNOLOGY		7.49
PUBLIC WORKS		
0103325	ACHESON TIRE INC	310.00
0221650	BURGGRAF'S ACE HARDWARE	87.12
0301685	CARQUEST AUTO PARTS	145.73
0315455	COLE HARDWARE INC	198.89
0401420	DAKOTA FLUID POWER, INC	56.14
0401425	DAKOTA SUPPLY GROUP	410.65
0401804	DAVIS OIL INC	1,924.03
0601690	FASTENAL COMPANY	126.28
0920107	ITASCA SWCD	4,975.00
1200500	L&M SUPPLY	19.86
1201545	LANYK ELECTRIC INC	15,200.00
1201730	LATVALA LUMBER COMPANY INC.	482.41
1205110	LEASE LANDSCAPING INC	2,314.50
1415544	NORTHLAND PORTABLES	2,095.00
1415545	NORTHLAND LAWN & SPORT, LLC	230.57
1621125	PUBLIC UTILITIES COMMISSION	21,456.20
1800140	RC RENTALS LLC	260.00
1900225	SEH	640.00
1903341	SCHWARTZ REDI-MIX INC	1,821.00
1911545	SKOGLUND ELECTRIC LLC	381.00
1916550	SPOHN RANCH, INC	1,948.16
2000522	TNT CONSTRUCTION GROUP, LLC	8,967.50
2018225	TREASURE BAY PRINTING	65.00
2018560	TROUT ENTERPRISES INC	750.00
2515225	YODER BUILDING SUPPLIES INC	709.09
TOTAL PUBLIC WORKS		65,574.13
FLEET MAINTENANCE		
0121723	AUTO ZONE LLC	82.16
0301685	CARQUEST AUTO PARTS	459.08
0401420	DAKOTA FLUID POWER, INC	60.92
0914200	INDUSTRIAL LUBRICANT COMPANY	725.40
TOTAL FLEET MAINTENANCE		1,327.56
POLICE		
0103325	ACHESON TIRE INC	30.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/11/2023

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
0301685	CARQUEST AUTO PARTS	245.64
0409501	JOHN P. DIMICH	4,583.33
0415529	DONDELINGER FORD	13.08
T001482	BROADWAY AWARDS	201.34
TOTAL POLICE		5,073.39
GENERAL FUND-LIQUOR/CHART GAMB		
1205250	LEFTYS TENT & PARTY RENTAL	129.23
TOTAL		129.23
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	64.09
0218745	ASHLEY BRUBAKER	243.27
0701650	GARTNER REFRIGERATION CO	724.03
1801555	RAPID PEST CONTROL INC	70.00
TOTAL		1,101.39
AIRPORT		
0301685	CARQUEST AUTO PARTS	28.69
0315455	COLE HARDWARE INC	84.93
0401420	DAKOTA FLUID POWER, INC	332.99
0914200	INDUSTRIAL LUBRICANT COMPANY	123.00
TOTAL		569.61
CIVIC CENTER		
GENERAL ADMINISTRATION		
0205153	BECKER ARENA PRODUCTS INC	3,686.34
0221650	BURGGRAF'S ACE HARDWARE	364.42
0701650	GARTNER REFRIGERATION CO	1,505.32
1200500	L&M SUPPLY	51.29
1201430	LAKE SUPERIOR CUTTING EDGE LLC	150.00
TOTAL GENERAL ADMINISTRATION		5,757.37

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/11/2023

VENDOR #	NAME	AMOUNT DUE
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
1415048	NORTH COUNTRY VET CLINIC	185.00
TOTAL		215.00
GENERAL CAPITAL IMPRV PROJECTS		
2022-1 HIGHWAY 2 LIGHTING		
1900225	SEH	8,283.65
TOTAL 2022-1 HIGHWAY 2 LIGHTING		8,283.65
GR/COHASSET IND PK INFRAST		
1900225	SEH	33,264.00
2000522	TNT CONSTRUCTION GROUP, LLC	344,200.88
TOTAL		377,464.88
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
0421480	DTM FLEET SERVICE LLC	9,886.30
TOTAL CAPITAL OUTLAY-POLICE		9,886.30
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-4 HANGAR UTILITIES		
1900225	SEH	1,187.10
2000522	TNT CONSTRUCTION GROUP, LLC	24,048.60
TOTAL AP 2023-4 HANGAR UTILITIES		25,235.70
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0218115	BRAUN INTERTEC CORPORATION	1,427.50
0601343	FAIR-PLAY SCOREBOARDS	339.80
2000522	TNT CONSTRUCTION GROUP, LLC	10.00
TOTAL IRA CIVIC CENTER RENOVATION		1,777.30
2022 INFRASTRUCTURE/ARPA		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/11/2023

VENDOR #	NAME	AMOUNT DUE
2022	INFRASTRUCTURE/ARPA	
	FOREST LK UTILITY EXTENSIONS	
0218115	BRAUN INTERTEC CORPORATION	682.50
1900225	SEH	16,170.00
	TOTAL FOREST LK UTILITY EXTENSIONS	16,852.50
2023	INFRASTRUCTURE BONDS	
	CP2015-1 SYLVAN BAY OVR/UTIL	
1900225	SEH	48,504.51
2000522	TNT CONSTRUCTION GROUP, LLC	314,958.98
	TOTAL CP2015-1 SYLVAN BAY OVR/UTIL	363,463.49
PIR-PERMANENT IMPRV REVOLV FND		
	HWY 169 S STREET LIGHTING	
1201545	LANYK ELECTRIC INC	24,010.00
	TOTAL HWY 169 S STREET LIGHTING	24,010.00
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	94.49
0609305	FIGGINS TRUCK & TRAILER REPAIR	2,583.20
1301213	MARTIN'S SNOWPLOW & EQUIP	176.42
1309495	MINUTEMAN PRESS	672.57
	TOTAL	3,526.68
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$925,385.16
CHECKS ISSUED-PRIOR APPROVAL		
	PRIOR APPROVAL	
0104095	DALE ADAMS	77.29
0205640	LEAGUE OF MN CITIES INS TRUST	111.84
0305530	CENTURYLINK QC	48.72
0605191	FIDELITY SECURITY LIFE	106.54
0718015	GRAND RAPIDS CITY PAYROLL	307,477.51
0815440	HOLIDAY STATIONSTORES LLC	209.00
1001650	JASON ISBELL TOURING INC	176,000.00
1201402	LAKE COUNTRY POWER	53.30
1301146	MARCO TECHNOLOGIES, LLC	104.34
1305046	MEDIACOM LLC	156.90
1305725	METROPOLITAN LIFE INSURANCE CO	2,155.42
1309199	MINNESOTA ENERGY RESOURCES	243.07
1321750	MUTUAL OF OMAHA	447.36

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/11/2023

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1415026	MICHELLE NORRIS	91.00
1520720	KEVIN OTT	200.00
1601305	THOMAS J. PAGEL	1,073.34
1601750	PAUL BUNYAN COMMUNICATIONS	1,614.04
1903555	ERIK SCOTT	128.38
2114360	UNITED PARCEL SERVICE	50.77
2305300	MATTHEW WEGWERTH	818.75
2305825	WEX INC	3,792.48
T001483	PERRY MILLER	500.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$495,460.05
TOTAL ALL DEPARTMENTS		\$1,420,845.21



CITY OF
GRAND RAPIDS
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 11, 2023

AGENDA ITEM: Adopt a Resolution Accepting a State Grant in the amount of \$111,668.43 for the North Taxilane 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 reconstruction and extension of the north taxilane at the Grand Rapids / Itasca County Airport. The total project cost is \$598,117 and the FAA grant amount of \$425,095 will cover approximately 71% of the project cost. The State of Minnesota will cover \$111,668 (approximately 19%) and the local share is \$61,353 (approximately 10%). The local share is split with the County 50/50, which equals a City amount of \$30,676.

This is a budgeted project for 2023.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a State Grant in the amount of \$111,668.43 for the North Taxilane Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), **and the City of Grand Rapids and County of Itasca, 420 North Pokegama Ave, Grand Rapids, MN 55744** ("Grantee").

RECITALS

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

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. As required by Minn.Stat. §16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2027**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A3101-101**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits:** Exhibit 'A' - Credit Application

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
AIG-North Building Area Taxilane Rehab	71.07%	18.67%	10.26%
Federal Committed:	<u>\$425,095.00</u>		
State:	<u>\$ 111,668.43</u>		
Grantee:	<u>\$ 61,353.12</u>		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** No travel expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

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

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$111,668.43**.

4.5 Payment

4.5.1 Invoices

Grantee will submit invoices for payment by Credit Application, Exhibit 'A', which is attached and incorporated into this agreement and can be found at <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: **Upon completion of Services**.

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

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as

required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days receiving Grantee's invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

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

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

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

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

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

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

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

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

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative Are:

Matt Lebens, North Region Airports Engineer; (matthew.lebens@state.mn.us) (612) 422-4171 and/or **Jessica McBroom**, Grant Specialist; (jessica.mcBroom@state.mn.us) (612) 283-1328, or her successor.

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

6.2 Grantee's Authorized Representative is:

Matt Wegwerth, Director of Public Works/City Engineer

Phone: 218-326-7625

Email: mwegwerth@grandrapidsmn.gov

City of Grand Rapids

420 North Pokegama Ave

Grand Rapids, MN 55744

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

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

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

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

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

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

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

10.2.2 **Obligations**

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

10.2.2.2 **Representation.** Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee’s expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee’s or State’s opinion is likely to arise, Grantee must, at State’s discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee’s website when practicable.

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

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

- 14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
- 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

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

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any

subsequent violation of the terms or conditions of this Agreement.

- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.
- 20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 21 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

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

Signed:_____

Date:_____

SWIFT Contract/PO No(s)._____

GRANTEE

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

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

DEPARTMENT OF TRANSPORTATION

By:_____
(with delegated authority)

Title:_____

Date:_____

DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT

By:_____

Date:_____

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

It is resolved by the County of Itasca as follows:

1. That the state of Minnesota Agreement No. 1054793,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A3101-101 at the Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport is accepted.
2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
County of Itasca.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

1. That the state of Minnesota Agreement No. **1054793**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A3101-101** at the **Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport** is accepted.

2. That the _____ and _____ are
(Title) (Title)

authorized to execute this Agreement and any amendments on behalf of the

City of Grand Rapids.

COUNTY OF _____

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

NOTARY PUBLIC

My Commission Expires: _____

Item 3.

CREDIT APPLICATION

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

27

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the
 _____ of the Municipality of _____, in the County
 of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application,
 knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own
 knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 11, 2023

AGENDA ITEM: Consider authorizing the retirement and sale of surplus assets to be sold at auction

PREPARED BY: Matt Wegwerth

BACKGROUND:

There are four vehicles that have been replaced as part of the Enterprise Fleet Program and five pieces of equipment that are being retired from Public Works, Itasca Calvary Cemetery and the Grand Rapids-Itasca County Airport. Public Works Director/City Engineer Matt Wegwerth would like to sell these assets at auction, please see attachment.

REQUESTED COUNCIL ACTION:

Make a motion to authorize the retirement and sale of surplus assets to be sold at auction from Public Works, the Itasca Calvary Cemetery and the Grand Rapids-Itasca County Airport.

2023 Auction Item List

PW#	Fixed Asset #		VIN/SERIAL#
205	101-70-0177	1987 C10 2WD Long Box 53,530 Miles	1GCDR14Z7HF370232
208	101-70-4011	2004 F350 4X4 Long Box w/Boss VPlow 71,712 Miles	1FTSF31L74ED19003
291	101-70-0217	1995 F250 2WD w/Utility Box 56,907 Miles	1FTHF25H6SNB33122
31	101-70-0277	2002 Smithco Super Star - 3 Wheel Groomer	42-000-D
CEM#	Fixed Asset #		VIN/SERIAL#
258	101-70-4009	2001 Ram 1500 Quad Cab Short Box 4X4 112,678 Miles	1B7HF13Z21J580896
C021	Assets Btwn	X354 John Deere - All Wheel Steer Mower 411 Hrs	1M0X354ALKM071421
C034	Assets Btwn	X354 John Deere - All Wheel Steer Mower Hrs Unknown	1M0X354APHM032134
C010	-	Toro 4800 - Lawn Sweeper 980 Hrs	44044-210000153
AIRPORT #	Fixed Asset #		VIN/SERIAL#
AP87	101-80-3040	2003 F150 Quad Cab Short Box 4X4 156,944 Miles	2FTRX18W13CA48167
AP98	226-00-3014	2009 John Deere - Zero Turn Mower 1,909 Hrs	TC997SC040473



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 11, 2023

AGENDA ITEM: Consider authorizing the Police Department to sell three (3) city owned police squads through Mid State Auto online auction.

PREPARED BY: Chief Andy Morgan

BACKGROUND:

The Police Department has used the Minnesota DNR or Mid State Auto online action in the past to dispose of city owned, forfeited and abandoned vehicles. The auctions are continuously running and many government agencies are observed to frequently add assets in attempts to sell such. The following vehicle is a GRPD asset. It was previously utilized as a patrol squad but was replaced.

1. 2011	Squad #307	Dodge Journey	VIN 3D4PH1FG1BT539902
2. 2011	Squad #314	Dodge Journey	VIN 3D4PH1FG3BT539903
3. 2010	Squad #308	Dodge Charger	VIN 2B3AA4CV1AH231956

REQUESTED COUNCIL ACTION:

Make a motion authorizing the Police Department to sell three (3) city owned police squad through Mid State Auto online auction.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 11, 2023

AGENDA ITEM: Consider authorizing a supplemental letter agreement with SEH for the stormwater protection ordinance review

PREPARED BY: Matt Wegwerth

BACKGROUND:

The attached Supplemental Letter Agreement (SLA) provides for review and suggestions to update or modify the City's Stormwater Protection Ordinance (30-149). The City of Grand Rapids is a permitted Municipal Separate Storm Sewer System (MS4) and therefore must satisfy the requirements of the MS4 general permit as issued by the Minnesota Pollution Control Agency (MPCA).

In November of 2020, the MPCA reissued the general permit which included new or modified requirements for post-construction stormwater management (MCM 5), including criteria for fully reconstructed impervious surfaces and linear projects. The general permit also includes requirements for erosion and sediment control (MCM 4) and illicit discharge detection and elimination (MCM 3). Short Elliott Hendrickson (SEH) will perform a review of the City's Ordinance and provide suggestions for ordinance modifications as necessary.

REQUESTED COUNCIL ACTION:

Make a motion authorizing a supplemental letter agreement with SEH for the stormwater protection ordinance review, in the amount of \$4,455.00.

Supplemental Letter Agreement

Stormwater Protection Ordinance Review

September 11, 2023

Mayor Christy
City of Grand Rapids
420 NE 4th Street
Grand Rapids, MN 55744

RE: Stormwater Protection Ordinance Review
SLA for Ordinance Review

Dear Mayor Christy,

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for reviewing and providing suggestions for updates or modifications to the City's Stormwater Protection Ordinance (30-149). The City of Grand Rapids is a permitted Municipal Separate Storm Sewer System (MS4) and therefore must satisfy the requirements of the MS4 general permit as issued by the Minnesota Pollution Control Agency (MPCA).

Review

In November of 2020, the MPCA reissued the general permit which included new or modified requirements for post-construction stormwater management (MCM 5), including criteria for fully reconstructed impervious surfaces and linear projects. The general permit also includes requirements for erosion and sediment control (MCM 4) and illicit discharge detection and elimination (MCM 3). Short Elliott Hendrickson (SEH) will perform a review of the City's Ordinance and provide suggestions for ordinance modifications as necessary. We assume that a word document of the Stormwater Protection Ordinance (30-149) will be provided by the City. A brief summary of proposed modifications will also be provided to the City.

Project Schedule

Approval of this SLA
Ordinance Review and Modifications
Ordinance Review Meeting with City
Final Modifications to City

Early September 2023
September – October 2023
October 23, 2023
November 1, 2023

Fee Schedule

The fees for this work described herein are listed in the Master Engineering Services Contract (miscellaneous services, hourly work as shown in Exhibit "B"). The estimated fee for this work is \$4,455.00.

We look forward to working with you on this project. If this SLA is acceptable, please sign in the space provided and return a copy to us. We will then begin work immediately. Please contact us if you have any questions regarding this supplemental letter agreement.

Sincerely,
Short Elliott Hendrickson Inc.



Emily Jennings, PE (Lic. MN) 09.11.2023
Sr. Water Resources Engineer/Project Manager



Sara Christenson, PE (Lic. MN) 09.11.2023
Client Service Manager

City of Grand Rapids Authorization:

Kim Johnson-Gibeau
City Clerk

Date

Dale Christy
Mayor of Grand Rapids

Date

C: SEH contract file

X:\FJ\G\GRANR\Common\SLA and Proposals\Stormwater Ordinance Review\SLA Stormwater Ordinance Review.docx



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 11, 2023

AGENDA ITEM: Consider entering into an agreement with Grand Rapids GM for EV charging sites

PREPARED BY: Matt Wegwerth

BACKGROUND:

*NOTE: The agreement that was approved at the 8/28 meeting was incorrect. Attached is the correct agreement. No other changes were made to the project.

The City of Grand Rapids and Grand Rapids General Motors have been working on a project to install electronic vehicle (EV) charging stations within Grand Rapids. General Motors is sponsoring a Dealer Community Charging Program with the goal of making EV chargers more accessible in communities. The program is setup as follows:

- General Motors supplies the chargers
- Local GM Dealer (Grand Rapids GM) supplies the pedestals, cables and 5-yr warranty
- Site Host (City of Grand Rapids) installs the equipment and manages each site

City staff have recognized 4 locations within our community that will allow residents and visitors easy access to the chargers. The sites are the IRA Civic Center, Central School, Chamber of Commerce and Grand Rapids Library.

The attached agreement outlines the responsibilities of each organization.

REQUESTED COUNCIL ACTION:

Make a motion to enter into an agreement with Grand Rapids GM for four electronic vehicle charging sites within the City of Grand Rapids



ELECTRONIC VEHICLE CHARGER SITE LICENSE AGREEMENT

City of Grand Rapids and Grand Rapids Chevrolet GMC, Inc.

The Electronic Vehicle Charger Site License Agreement (together with any Exhibits attached hereto, this “**Agreement**”) is entered into this 4th Day of August 2023 (the “Effective Date”) by and among The City of Grand Rapids (“Site Host”) together with Grand Rapids Chevrolet GMC, Inc. (“Dealer”), each having a principle place of business in Grand Rapids, Minnesota.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows with the intent to legally bound hereby:

1. For the period of time during which any charger provided in connection with the Dealer Community Charging Program is installed on the property of the Site Host, Site Host hereby grants an irrevocable license to General Motors LLC (“GM”), the Dealer, and FLO who will be the Charge Station Operator (“CSO”) and installer (collectively, “Licensees”) permitting the Licensees, during reasonable hours, the right to enter, without notice, upon the Site Host’s property for any purpose related to the installation, inspection, repair, removal, and/or maintenance of any charger provided in connection with the Dealer Community Charging Program.
2. For the period of time during which any charger provided in connection with the Dealer Community Charging Program is installed on the property of the Site Host, the Site Host shall maintain commercial general liability insurance against personal injury, bodily injury, and property damage in an amount not less than \$1,000,000 per occurrence, said policy shall list Dealer as a co-insured.
3. Chargers shall be installed in the dual (side-by-side) format substantially similar to either Figure 1 or Figure 2 below. It is recommended, but not required that Site Host mark (e.g. paint) and enforce the parking spaces as “EV Parking Only.” Chargers must be in a well-lit area and easily accessible, as well as compliant with the Americans with Disabilities Act (ADA) and provide appropriate accessibility, all of such costs shall be paid by Site Host.
4. For the first 5 years following installation of a charger provided in connection with the Dealer Community Charging Program (“Charger”), the Dealer shall be responsible for the cost of operation, repair, and maintenance of the Charger, not to exceed \$26,000.00 as set forth in section 13. For the following 5 years, the Site Host shall be responsible for these costs, up to the useful life of the chargers (estimated to be 10 years).
5. For the duration of the life of the charger(s), the Site Host shall provide reasonably safe and adequate facilities for EV electrical charging services, as site conditions require. For example, site conditions may require that the charger(s) be installed in suitable enclosures and shall be protected from accidental contact by unauthorized personnel, or by vehicular traffic, or by accidental spillage or leakage from piping systems. As a further example, this may also require the use of bollards in front of the chargers and/or wheel guards as necessary.
6. The Site Host may be able to monetize the chargers. Dealer and Site Host are responsible for complying with any applicable federal, state, and local laws, regulations, and taxes governing the providing of charging to the public, whether given as a free service or charging the consumer. Dealer and Site Host should consult with their respective tax advisors and/or attorneys, as necessary.

7. Site Host shall be responsible for the cost of installation of any charger provided in connection with the Dealer Community Charging Program as well as the removal of any such charger. The removal of the charger may be required in GM's sole discretion if it is broken or after the useful life of the charger (estimated at 10 years), whichever occurs first. Site Host further agrees that removal of a charger shall be conducted in a safe and professional manner, and in accordance with all applicable local, state, and federal laws and regulations. The charger must then be properly disposed of (preferably recycled).
8. Site Host (or any other party) may not rebrand the chargers for any reason unless GM, in its sole discretion, agrees to the change in writing.
9. Site Host and Dealer provide their express, written consent that Dealer, CSO, any other third-party vendor chosen by GM and reasonably necessary for this program, and GM may collect and share all data supplied from the DCC chargers, as needed, and required.
10. Site Host and Dealer cannot obligate or bind GM to any additional obligation or responsibility not specifically identified by this program guide or otherwise agreed to in writing.
11. Site Host and Dealer may not resell any equipment provided by GM as part of this program. All equipment must either be returned to GM, recycled, or disposed of properly.
12. Site Host and Dealer may only use trademarks, trade dress, and branding approved by GM. Site Host and Dealer may not authorize any other party to use any GM trademarks, trade dress, or branding.
13. Dealer is limited to paying \$26,000 in total to the CSO for the following: Pedestals, Cable Management, Dealer Branding, Network Maintenance for the first 5 years, and a warranty for the first 5 years from the date the Chargers are received. Dealer does not owe any monies to the City of Grand Rapids or GM.
14. The Site Host is responsible for, but not limited to: Installation, Permitting, Electricity and Cost of Electricity, and Network Maintenance after 5 years.

Figure 1

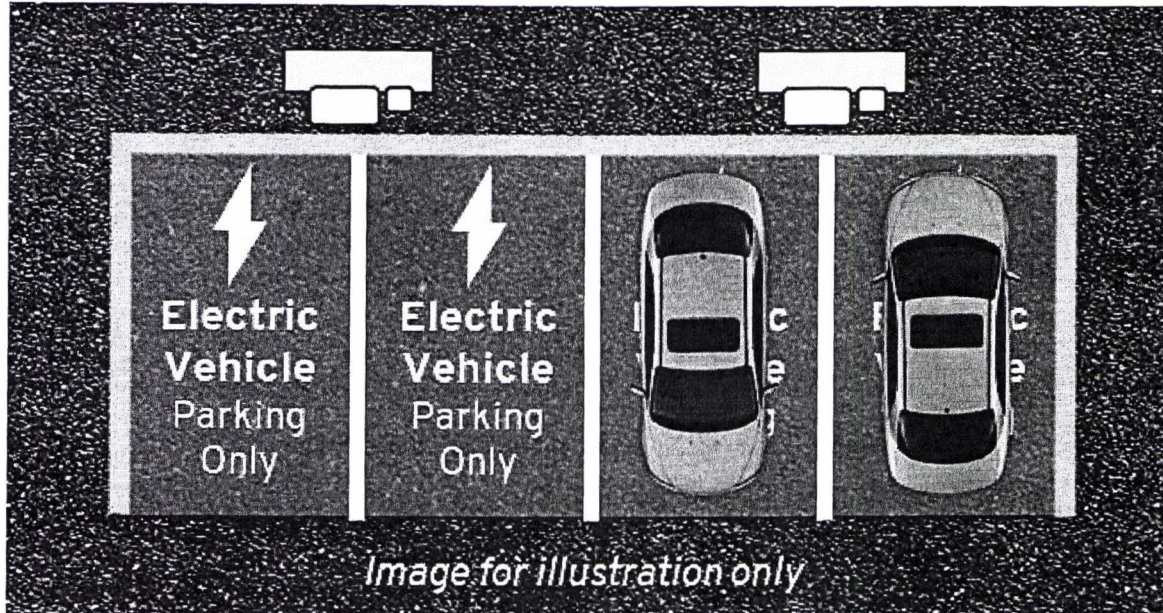
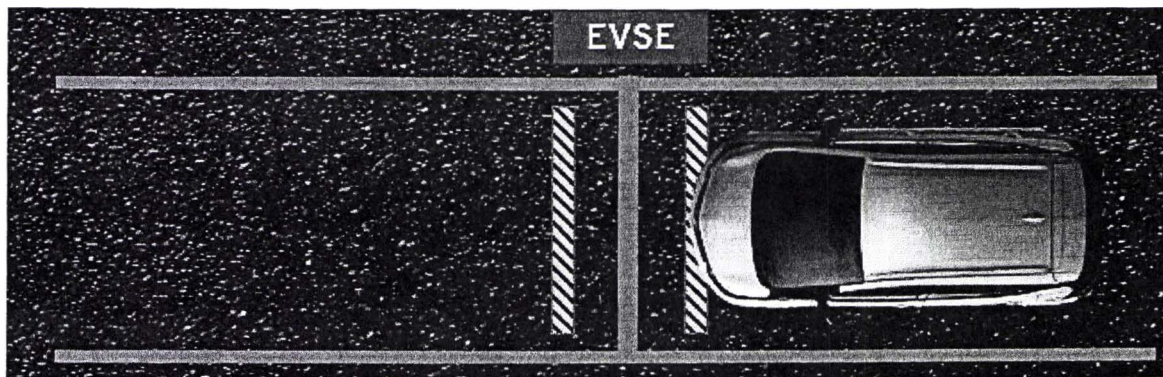


Figure 2



IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date written above.

DATE: _____

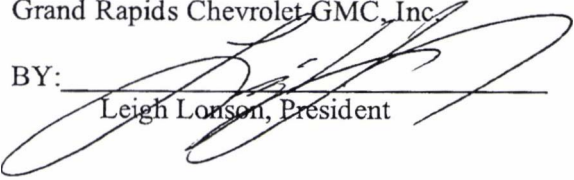
CITY OF GRAND RAPIDS, MINNESOTA

BY: _____
Dale Christy, Mayor

ATTEST: _____
Tom Pagel, City Administrator

DATE: 8/14/23

Grand Rapids Chevrolet GMC, Inc.

BY: 
Leigh Lonson, President

DATE: _____

Approved as to Form
City Attorney

BY: _____
Chad B. Sterle



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 11, 2023

AGENDA ITEM: Adopt a Resolution Accepting a State Grant in the amount of \$3,439.00 for the Crack Seal 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 crack sealing of the south taxiway and ramp at the Grand Rapids / Itasca County Airport. The grant in the amount of \$3,439.00 will cover 5% of the cost of the project. The total project cost split is 90% FAA, 5% State, 5% Local (split 2.5% City, 2.5% County). This is a budgeted project for 2023 with the total City obligation of \$1,719.

This is a budgeted project for 2023.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a State Grant in the amount of \$3,439.00 for the Crack Seal Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), **and the City of Grand Rapids and County of Itasca, 420 North Pokegama Ave, Grand Rapids, MN 55744** ("Grantee").

RECITALS

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

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. As required by Minn.Stat. §16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2027**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A3101-100**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits:** Exhibit 'A' - Credit Application

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
AIP- South Area Taxilanes – Crack Seal	90.0%	5.0%	5.0%
Federal Committed:	<u>\$61,894.00</u>		
State:	<u>\$ 3,439.00</u>		
Grantee:	<u>\$ 3,439.00</u>		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** No travel expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

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

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$3,439.00.**

4.5 Payment

4.5.1 Invoices

Grantee will submit invoices for payment by Credit Application, Exhibit 'A', which is attached and incorporated into this agreement and can be found at <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: **Upon completion of Services.**

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

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as

required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days receiving Grantee's invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

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

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

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

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

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

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

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

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

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative Are:

Matt Lebens, North Region Airports Engineer; (matthew.lebens@state.mn.us) (612) 422-4171 and/or **Jessica McBroom**, Grant Specialist; (jessica.mcBroom@state.mn.us) (612) 283-1328, or her successor.

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

6.2 Grantee's Authorized Representative is:

Matt Wegwerth, Director of Public Works/City Engineer
 Phone: 218-326-7625
 Email: mwegwerth@grandrapidsmn.gov
 City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids, MN 55744

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed, and approved by the same parties who executed and approved this agreement, or their successors in office.
- Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.
- 7.2 Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.3 Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.4 Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.5 Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

- 10.1 Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

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

10.2.2 Obligations

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

10.2.2.2 Representation. Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee’s expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee’s or State’s opinion is likely to arise, Grantee must, at State’s discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee’s website when practicable.

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

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

- 14.1 Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

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

- 16 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

- 17 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for

employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.
- 20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 21 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

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

Signed:_____

Date:_____

SWIFT Contract/PO No(s)._____

GRANTEE

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

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

DEPARTMENT OF TRANSPORTATION

By:_____
(with delegated authority)

Title:_____

Date:_____

DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT

By:_____

Date:_____

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

1. That the state of Minnesota Agreement No. **1054865**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A3101-100** at the **Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport** is accepted.

CERTIFICATION

COUNTY OF _____

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

NOTARY PUBLIC

My Commission Expires: _____

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

1. That the state of Minnesota Agreement No. **1054865**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A3101-100** at the **Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport** is accepted.

2. That the _____ and _____ are
(Title) (Title)

authorized to execute this Agreement and any amendments on behalf of the

City of Grand Rapids.

COUNTY OF _____

(Name of the Recipient)

as shown by the minutes of the meeting in my possession.

NOTARY PUBLIC

50

Item 8.

CREDIT APPLICATION

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

Title

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the
 _____ of the Municipality of _____, in the County
 of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application,
 knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own
 knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

 Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

 NOTARY PUBLIC

My Commission Expires:_____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 11, 2023

AGENDA ITEM: Consider establishing new eligibility list for Firefighter Trainee.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

At the February 14, 2022, City Council meeting, an eligibility list was created for Firefighter Trainees. At this time, we have two (2) open Firefighter positions. We have not received any notices of retirements or resignations, however, we anticipate there may be some in 2024. The process of creating a new eligibility list takes a few months and we would like to begin the process shortly. We would like to abolish the current list and begin the process of creating a new one.

REQUESTED COUNCIL ACTION:

Make a motion to abolish the existing eligibility list for Firefighter Trainee and begin the process of creating a new eligibility list.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 11, 2023

AGENDA ITEM: Consider accepting quote for compressor replacement in east venue of IRA Civic Center

PREPARED BY: Kimberly Gibeau for Glen Hodgson

BACKGROUND:

The replacement of the compressor is necessary to restore full functionality of the HVAC system in the east venue. Because this equipment serves the east venue, replacement was not part of the scope of the current project in the west venue. However, this has been contemplated by staff for some time. We believe that it is timely to return the HVAC system to full operation. We further propose that the replacement be funded as part of the larger project. Sufficient funds remain in the project contingency to finance the work.

Gartner Refrigeration has special expertise and unique experience with the HVAC (and other) systems at the Civic Center. Therefore, the use of a single quotation is in accordance with the City Purchasing Policy relative to “small purchase.”

A copy of the proposal is attached.

REQUESTED COUNCIL ACTION:

Make a motion to accept the quote from Gartner Refrigeration for compressor replacement in the east venue of the IRA Civic Center in the total amount of \$20,183.00.

Proposal



GARTNER
REFRIGERATION
COMPANY

2331 West Superior St.
Duluth, MN 55806
218-722-4439

Item 10.

Submitted to: Ira Civic Center	Job Name: Compressor replacement	Job Address or Location: Grand Rapids
To the attention of: Dale Anderson	Contact Information: danderson@ci.grand-rapids.mn.us	Date: August 30, 2023

The following is hereby submitted for your review:

This proposal is for the Removal of existing Copeland 4D compressor and installing new Compressor. This includes new, filter driers, labor and supplies for the install

We will valve off existing compressor, crane will lift bad compressor off, and lift new one in place. We will install new compressor, new contactor, and aux side contact, add oil, pull vacuum and open valves back up. Start unit and pump down to replace Liquid core filters. When finished we will verify operation.

Copeland 4D compressor replacement

Furnish One (1) Copeland 4D compressor

Furnish Two (2) Filter Driers

Furnish Two (2) Gallons of oil

Furnish One (1) 3 pole 120v 50amp Copeland contactor

Furnish One (1) Copeland Aux contact

Furnish necessary refrigeration specialties and incidentals

Furnish necessary labor, material for installation

Price to provide the work described above:

Total price including crane rental..... \$20,183.00

Note: Price does Not include Refrigerant (you have extra on site) or any other parts not listed above that may have caused compressor to fail.

Quote valid for 30 days

Brad Emerson
218-740-1128
Brad@gartner1.com

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our controls. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 11, 2023

AGENDA ITEM: Consider approving change order 11 for electrical work at IRA Civic Center.

PREPARED BY: Kimberly Gibeau for Glen Hodgson

BACKGROUND:

This is change order 11 for work scope 8 (electrical) with Hart Electric. The change order:

- Is generally related to the fire alarm system.
- Involves a number of fire flow and tamper sensors that currently exist in the east venue.
- Ties those existing sensors into the new alarm system that is part of the current construction project.
- Increases Hart's contract by \$3,148.50.

In addition, attached are two supporting documents with pricing details. Sufficient funds remain in the project contingency to cover this cost.

REQUESTED COUNCIL ACTION:

Make a motion to approve change order 11 with Hart Electric.

Hart Electric

10963 Meadowlark Lane

Hibbing, MN 55746

Item 11.

Estimate

Date	Estimate #
8/29/2023	1531

Name / Address
City of Grand Rapids 420 North Pokegama Avenue Grand Rapids MN 55744

			Project
Description	Qty	Cost	Total
Project: IRA Civic Center RE: PR46			
Dell Comm Division 28 add		2,612.27	2,612.27
Division 26 labor rough in	2	107.00	214.00
Division 26 material add		36.00	36.00
Overhead and profit		286.23	286.23
Estimator: Jeff Hart 218 966-6402		Total	\$3,148.50

E-mail
hartelect@hotmail.com



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

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

DRAFT**Contract Change Order #011: CE #063 - PR46 Fire Alarm Flow and Tamper Switches**

CONTRACT COMPANY:	Hart Electric 1959 Highway 37 Hibbing, Minnesota 55746	CONTRACT FOR:	SC-S19041C-008:WS 08 Electrical - Hart Electric
DATE CREATED:	9/08/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	09/12/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	PR 46 Fire Alarm / tamper switches to existing	CHANGE REASON:	Existing Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$3,148.50

DESCRIPTION:

CE #063 - PR46 Fire Alarm Flow and Tamper Switches
See the attached PR. Provide a Quote with a detailed cost breakdown.

ATTACHMENTS:

[IRA Civic Center DCI Pricing RFP #46.pdf](#) [Estimate 1531.pdf](#) [17073.30 - RFP 46 Fire Alarm Flow and Tamper Switches.pdf](#)

CHANGE ORDER LINE ITEMS:**CCO #011**

#	Cost Code	Description	Type	Amount
1	5--5.08 - Work Scope 08	PR46 Fire Alarm Flow and Tamper Switches	Other	\$ 3,148.50
Subtotal:				\$3,148.50
Grand Total:				\$3,148.50

The original (Contract Sum)	\$ 917,315.00
Net change by previously authorized Change Orders	\$ 33,785.13
The contract sum prior to this Change Order was	\$ 951,100.13
The contract sum would be changed by this Change Order in the amount of	\$ 3,148.50
The new contract sum including this Change Order will be	\$ 954,248.63
The contract time will not be changed by this Change Order by 0 days	



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

Hart Electric
1959 Highway 37
Hibbing Minnesota 55746

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

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

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

59

Change Order Request

Item 11.



C.O.R. # RFP #46

G.C. # RFP# 46

Date: 8/22/2023

Project Name: IRA Civic Center

Project #:

To: Hart Electric
Attn: Jeff Hart
1959 Mn Hwy 37

Hibbing, MN 55746

From: Dell-Comm, Inc.
Jaryd Braden
4179 Thunderchief Lane
Duluth, MN 55811

Phone: **Fax:**

Phone: (218) 623-2666 **Fax:** (218) 623-2667

We hereby propose to make the following changes:

Fire Alarm Flow and Tamper Switches

Pricing to provide and install Flow and Tamper Switches

Change Order Price \$2,612.27

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

Jaryd Braden 8/22/2023

Author Date Sent

☐ Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request

Item 11.



C.O.R. # RFP #46

G.C. # RFP# 46

Date: 8/22/2023

Project Name: IRA Civic Center

Project #:

Labor

Labor Type	Man Hrs	\$/Hr	Burden	Fringe	TotalTax	Total Labor
PM	2.00	\$55.00	\$0.00	\$0.00	\$0.00	\$110.00
Journeyman Tech	10.00	\$43.00	\$8.00	\$15.00	\$0.00	\$660.00
Sub Total					\$0.00	\$770.00
Grand Total					\$0.00	\$770.00

Expenses

Expenses	Quantity	Cost	TotalTax	Total Expense
Fuel	1.00	\$30.00	\$2.66	\$32.66
Misc	1.00	\$25.00	\$2.22	\$27.22
Sub Total			\$4.88	\$59.88
Grand Total			\$4.88	\$59.88

Subcontracts

Company	Description	Total
ESC		\$1,616.41
Sub Total		\$1,616.41
Grand Total		\$1,616.41
Total		\$829.88
Overhead		\$82.99
Profit		\$82.99
Subcontract		\$1,539.44
Markup Subcontract		\$76.97
Total		\$2,612.27



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 11, 2023

AGENDA ITEM: Consider a motion to approve a purchase agreement for the real property identified as Parcel ID #91-550-0340.

PREPARED BY: Julie Kennedy, GRPU General Manager

BACKGROUND:

Grand Rapids Public Utilities (GRPU) is interested in purchasing the real property located at 902 NW 6th Avenue, Grand Rapids, MN. The desired parcel, PID 91-550-0340, directly abuts the City-owned properties that house the existing GRPU Water Treatment Plant. GRPU cannot purchase real property and therefore works with the City of Grand Rapids in order to purchase real property that is needed for GRPU infrastructure.

At special meeting of the Grand Rapids Public Utilities Commission (GRPUC) on Friday, August 18, 2023, the Commission voted to authorize GRPU staff to work with City staff on the purchase of the property. The City attorney worked with the listing agent and attached is an executed purchase agreement for a sale price of \$229,900.00 and a facilitator fee of \$249.00.

I am requesting the Grand Rapids City Council approve the real property purchase agreement prepared by the City attorney. Funds for the purchase will be reimbursed to the City by GRPU.

REQUESTED COUNCIL ACTION:

Consider a motion to approve a purchase agreement for the real property identified as Parcel ID #91-550-0340.



DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Page 1

2.

ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court for claims over \$15,000.**

6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on
7. page two (2), you agree to the following:

8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the
9. applicable conciliation court; and

10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration
11. System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed
12. by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still**
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**

16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not
17. government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and
18. the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.

19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
24. regulates the real estate profession, about licensee compliance with state law.

25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation
27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to
29. appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**
32. **period provided herein.**

33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
37. architecture, engineering, construction or other related fields.

38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.
39. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five (5) days
40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties'
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.

45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119
48. or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS
49. at (866) 727-8119 or consult a lawyer.

**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**
50. Page 2

51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

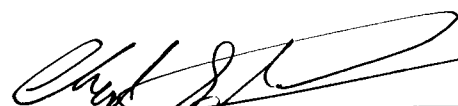
54. For the property located at 902 NW 6th Ave.

55. City of Grand Rapids, County of Itasca,

56. State of Minnesota, Zip Code 55744.

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
59. dated August 29th 2023, including claims of fraud, misrepresentation, warranty and negligence, shall
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
67. broker shall bind the broker and all licensees of that broker.

68. _____
(Seller's Signature) (Date)

 9-1-23
(Buyer's Signature) (Date)

69. _____
(Seller's Printed Name)

Chad B. Sterle, on behalf of City of Grand Rapids, MN
(Buyer's Printed Name)

70. _____
(Seller's Signature) (Date)

(Buyer's Signature) (Date)

71. _____
(Seller's Printed Name)

(Buyer's Printed Name)

72. _____
(Licensee Representing or Assisting Seller) (Date)

(Licensee Representing or Assisting Buyer) (Date)

73. Mirabella Realty
(Company Name)

Mirabella Realty
(Company Name)

74. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**
75. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

MN:DS:ADRAA-2 (8/19)



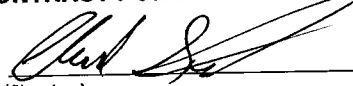
AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 1

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is not a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. _____ (Signature) _____ (Date)  9-1-23 _____ (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
27. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
43. to the detriment of the other.⁽³⁾

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

MN:AGCYDICS-1 (8/19)

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

48. Page 2

49. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
 50. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
 51. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**
 52. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**
 53. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
 54. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
 55. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
 56. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
 57. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
 58. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
 59. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
 60. Broker (see paragraph II on page one (1)).

-
61. ⁽¹⁾ This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
 62. one to four families as their residence.
63. ⁽²⁾ The fiduciary duties mentioned above are listed below and have the following meanings:
 64. Loyalty - broker/salesperson will act only in client(s)' best interest.
 65. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.
 66. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
 67. which might reasonably affect the client(s)' use and enjoyment of the property.
 68. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
 69. information (such as disclosure of material facts to Buyers).
 70. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.
 71. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.
72. ⁽³⁾ If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
 73. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
 74. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
 75. purchase/lease properties listed by the broker.
-

76. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
 77. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
 78. obtained by contacting the local law enforcement offices in the community where the property is located,
 79. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
 80. www.corr.state.mn.us.

MN:AGCYDISC-2 (8/19)



Bill of Sale:

To convey with Purchase Agreement dated: 08/29/23

Property Address: 902 NW 6th Ave

Transaction between: City of Grand Rapids, MN & Ryan L. Hoshal and Kaelyn L.A.Hoshal

The Following:

Dishwasher, Electric Range, Hood, Microwave, Refrigerator, Washer, Elec.Dryer, and all items attached to the house

[Signature] Buyer(s) initials. Buyer(s) fully understand and agree that items listed above are sold "As Is Condition" and do not carry any warranty from seller, realtor, or broker involved in the purchase and sale.

Seller: _____

Date: _____

Seller: _____

Date: _____

Buyer: [Signature]

Date: 9-1-23

Buyer: _____

Date: _____



DISCLOSURE STATEMENT: COMPENSATION DISCLOSURE TO BUYER/TENANT

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© 2019 Minnesota Association of REALTORS®

1. Date August 29th, 2023

2. If Broker is receiving any compensation from a party other than Buyer/Tenant, relating to the property at
3. 902 NW 6th Ave Grand Rapids MN 55744
4. W 5' OF LOT 8 ALL OF LOT 9 BLK 3,
5. the Broker hereby notifies Buyer/Tenant that the amount of compensation to be paid to Broker, excluding listing portion,
6. is: (Check all that apply.)

7. From Seller/Owner or their Broker ☒ 5.5 % of sale price.

8. ☒ \$ 249.00

9. ☐ _____

10. From Buyer/Tenant ☐ _____ % of sale price.

11. ☒ \$ 249.00

12. ☐ _____

13. I/We hereby acknowledge that I/we have received a copy of this Compensation Disclosure prior to signing a lease or
14. an offer to purchase the property.

15. Mirabella Realty
(Real Estate Company Name) (Date)

Chad Sterle 9-1-23
(Buyer/Tenant) (Date)

16. BY: _____
(Licensee Representing or Assisting Buyer/Tenant) (Date)

502 NW 5th Ave
(Address)

17. 2832 1st Ave
(Address)

Grand Rapids, MN 55744
(City/State/Zip)

18. Hibbing MN 55746-2562
(City/State/Zip)

cssterle@sterlelaw.com
(E-mail Address)

19. jennifer@mirabellarealtymn.com
(E-mail Address)

(Buyer/Tenant) (Date)

20. _____
(Address)

21. _____
(City/State/Zip)

22. _____
(E-mail Address)

MN:DS:CDB (8/19)

U.S. Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 06/30/2021)

For Your Protection: Get a Home Inspection

You must make a choice on getting a Home Inspection. It is not done automatically.

You have the right to examine carefully your potential new home with a professional home inspector. But a home inspection is not required by law, and will occur only if you ask for one and make the arrangements. You may schedule the inspection for before or after signing your contract. You may be able to negotiate with the seller to make the contract contingent on the results of the inspection. For this reason, it is usually in your best interest to conduct your home inspection as soon as possible if you want one. In a home inspection, a professional home inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

The Appraisal is NOT a Home Inspection and does not replace an inspection.

An appraisal estimates the market value of the home to protect the lender. An appraisal does not examine or evaluate the condition of the home to protect the homebuyer. An appraisal only makes sure that the home meets FHA and/or your lender's minimum property standards. A home inspection provides much more detail.

FHA and Lenders may not Guarantee the Condition of your Potential New Home

If you find problems with your new home after closing, neither FHA nor your lender may give or lend you money for repairs. Additionally, neither FHA nor your lender may buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Your Home Inspector may test for Radon, Health/Safety, and Energy Efficiency

EPA, HUD and DOE recommend that houses be tested and inspected for radon, health and safety, and energy efficiency, respectively. Specific tests are available to you. You may ask about tests with your home inspector, in addition to the structural and mechanical systems inspection. For more information: Radon -- call 1-800-SOS-Radon; Health and Safety -- see the HUD Healthy Homes Program at www.HUD.gov; Energy Efficiency -- see the DOE EnergyStar Program at www.energystar.gov.

Selecting a Trained Professional Home Inspector

Seek referrals from friends, neighbors, other buyers, realtors, as well as local listings from licensing authorities and local advertisements. In addition, consult the American Society of Home Inspectors (ASHI) on the web at: www.ashi.org or by telephone at: 1-800-743-2744.

I / We (circle one) have read this document and understand that if I/we wish to get a home inspection, it is best to do so as soon as possible. The appraisal is not a home inspection. I/we will make a voluntary choice whether to get a home inspection. A home inspection will be done only if I/we ask for one and schedule it. Your lender may not perform a home inspection and neither FHA nor your lender may guarantee the condition of the home. Health and safety tests can be included in the home inspection if I/we choose.

(Signed) Homebuyer

9/1/23
Date

(Signed) Homebuyer

1/1
Date

Public reporting burden for this collection is estimated at an average of 30 minutes to review the instructions, find the information, and complete this form. This agency cannot conduct or sponsor a collection of information unless a valid OMB number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB numbers can be located on the OMB Internet page at <http://www.whitehouse.gov/library/omb/OMBINVC.html> - HUD If desired you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.

InstantFORMS
HUD-92564-CN (expiration)





FACILITATOR SERVICES AGREEMENT: BUYER

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which disclaims any liability arising out of use or misuse of this form.
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1. Date August 29th 2023

2. Page 1 of _____ pages

3. **DEFINITIONS:** Buyer is Chad B. Sterle, on behalf of City of Grand Rapids, MN ("Buyer").
(e.g., individual(s), estate, trust, corporation, etc.)

4. Broker is Mirabella Realty ("Broker").
(Real Estate Company Name)

5. Buyer gives Broker the ☒ **EXCLUSIVE** ☐ **NONEXCLUSIVE** right to provide the services specified below. This
(Check one.)

6. Agreement starts on August 29th 2023, and ends at 11:59 P.M. on

7. December 31st 2023. This Agreement terminates upon successful closing of a property located

8. in Minnesota or expiration or cancellation of this Agreement, whichever occurs first.

9. This Agreement may only be canceled by written mutual agreement of the parties.

10. **BROKER'S OBLIGATION:** Buyer understands that Broker is not representing Buyer as Buyer's agent and owes Buyer
11. no fiduciary duties other than as specified in this Agreement. Buyer understands that confidential information about
12. price, terms, and motivation for pursuing the transaction given to Broker shall be kept confidential unless Buyer instructs
13. Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall use reasonable
14. efforts and professional knowledge and skills to assist Buyer in locating or purchasing property located in Minnesota.
15. Broker shall comply with Minnesota law regarding escrow of funds related to the sale or purchase of property. Broker
16. must disclose to potential purchasers all material facts as defined in MN Statute 82.68, Subd. 3, pertaining to the property,
17. of which Broker is aware, which could adversely and significantly affect an ordinary purchaser's use or enjoyment of the
18. property, or any intended use of the property. Broker may represent or work with other potential buyers for the same
19. property before, during, and after the expiration of this Agreement. Other potential buyers may consider, make offers,
20. or purchase through Broker the same or similar properties as Buyer is seeking to acquire.

21. Broker shall, unless prohibited by governing authority, (Check all that apply.)

22. ☐ provide Buyer with information about available properties.

23. ☐ provide Buyer with information about comparable sales.

24. ☐ show Buyer available properties requested by Buyer.

25. ☐ assist Buyer with information on the types and availability of financing.

26. ☒ assist in the preparation of the *Purchase Agreement*.

27. ☒ provide Buyer with information about other service providers related to the real estate transaction (e.g., home
28. inspectors, real estate closers).

29. ☒ assist the parties in completing the transaction.

30. ☐ provide the following additional services: _____

31. _____

32. _____

33. _____

34. _____

35. _____

36. **BUYER'S OBLIGATION:** Buyer shall provide Broker with necessary documents to facilitate this transaction. Buyer
37. shall promptly furnish to Broker accurate and relevant personal financial information to ascertain Buyer's ability to
38. purchase property, if requested. Buyer shall cooperate with Broker in finding a property to purchase. After a purchase
39. agreement has been accepted by seller, Buyer is legally obligated to purchase the property. If Buyer refuses to close
40. the purchase for any reason other than the failure of seller to perform, subject to relevant contingencies, Buyer shall
41. pay Broker all compensation due under this Agreement.

FACILITATOR SERVICES AGREEMENT: BUYER

42. Page 2

43. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL, OR MANAGEMENT OF REAL**
 44. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S**
 45. **CLIENT.**

46. **BROKER'S COMPENSATION:**

47. If Buyer, or any other person acting on Buyer's behalf, agrees to purchase any property during the term of this Contract,
 48. the following compensation will apply.

49. Buyer agrees to pay Broker a retainer fee of \$ 0.00 at the commencement of this Agreement,
 50. which fee shall be kept by Broker whether or not Buyer purchases property. The retainer fee shall apply toward
 51. satisfaction of any obligation to compensate Broker.

52. Buyer shall pay Broker, as Broker's compensation, 0 percent (%) of the selling price or
 53. \$ 249.00, whichever is greater, if Buyer purchases or agrees to purchase a property during the
 54. term of this Agreement.

55. Broker is authorized to negotiate and receive compensation paid by seller, or broker representing or assisting seller.
 56. Any compensation accepted by Broker from seller, or broker representing or assisting seller, ☐ **SHALL** ☒ **SHALL NOT**
 (Check one.)

57. reduce any obligation of Buyer to pay the compensation by the amount received by seller or broker. Broker must
 58. inform Buyer in writing before Buyer signs an offer to Purchase the property (utilizing *Disclosure Statement*:
 59. *Compensation Disclosure to Buyer/Tenant* or other written disclosure) the amount of compensation or the basis for
 60. computing the compensation.

61. Other \$249.00 Broker compensation fee (not due until closing)

62. _____
 63. If, within 180 days (not to exceed six (6) months) after the expiration of this Agreement, Buyer purchases
 64. property which either Broker or licensee assisting Buyer has physically shown or exhibited to Buyer, or specifically
 65. brought to the attention of Buyer, before the expiration of this Agreement, as long as Broker has identified this property
 66. on a written list Broker gives to Buyer within 72 hours after the expiration of this Agreement, then Buyer shall still pay
 67. the compensation noted herein, even if Buyer purchases property without Broker's assistance.

68. Buyer understands that Buyer does not have to pay Broker's compensation if Buyer signs another valid buyer
 69. representation contract or facilitator services agreement after the expiration or cancellation of this Agreement, under
 70. which Buyer is obligated to compensate another licensed real estate broker.

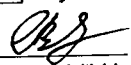
71. **CLOSING SERVICES:**

72. **NOTICE: THE REAL ESTATE BROKER, LICENSEE ASSISTING BUYER OR REAL ESTATE CLOSING AGENT**
 73. **HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS**
 74. **REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.**

75. After a purchase agreement for the property is signed, arrangements must be made to close the transaction. Buyer
 76. understands that no one can require Buyer to use a particular person in connection with a real estate closing and
 77. that Buyer may arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

78. Buyer's choice for closing services: (Check one.)

79. ☒ Buyer directs Broker to arrange for a qualified closing agent to conduct the closing.
 80. ☐ Buyer shall arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

81.  (Buyer's Initials) (Buyer's Initials)

MN:FSA:B-2 (8/22)

FACILITATOR SERVICES AGREEMENT: BUYER

82. Page 3

83. **ADDITIONAL COSTS:** Buyer acknowledges that Buyer may be required to pay certain closing costs, which may
84. effectively increase the cash outlay at closing.
85. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
86. provides that a transferee ("Buyer") of a United States real property interest must withhold tax from the transferor
87. ("Seller") if the Seller is a foreign person and no exceptions from FIRPTA withholding apply. A Buyer is personally
88. liable for the full amount of FIRPTA withholding tax required to be withheld unless the Seller furnishes Buyer with
89. specific documentation ensuring Buyer is exempt from the withholding requirements as prescribed under
90. 26 USC §1445. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's
91. responsibility for withholding the applicable tax, Buyer should seek appropriate legal and tax advice regarding
92. FIRPTA compliance, as Broker will be unable to assure Buyer that the transaction is exempt from the withholding
93. requirements.
94. **PRIVATE INSPECTION/WARRANTY:** Broker recommends that Buyer obtain a private home inspection to satisfy
95. himself/herself with the physical condition of the property. Furthermore, there are warranty programs available for
96. some properties which warrant the performance of certain components of a property, which warranty programs Buyer
97. may wish to investigate prior to the purchase of any specific property.
98. **NOTICE:** IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH A BUYER, SHOWS A
99. PROPERTY LISTED BY THE SAME FACILITATOR BROKER OR ANY OF ITS LICENSEES, PURSUANT
100. TO A WRITTEN EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, THEN THE FACILITATOR BROKER
101. OR LICENSEE MUST ACT AS A SELLER'S BROKER. A SELLER'S BROKER MUST ACT IN THE
102. SELLER'S BEST INTEREST. IN THAT CASE, THE BUYER WILL NOT RECEIVE ADVICE AND COUNSEL
103. FROM THE BROKER OR LICENSEE.
104. **OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may consider and/or make offers to
105. purchase through Broker the same or similar properties as Buyer is seeking to purchase. Buyer consents to Broker
106. representing such other potential buyers before, during, and after the expiration of this Agreement.
107. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Buyer, may have had a previous agency
108. relationship with a seller of a property Buyer is interested in purchasing. Buyer acknowledges that Buyer's Broker,
109. or licensee assisting Buyer, is legally required to keep information regarding the ultimate price and terms the seller
110. would accept and the motivation for selling confidential, if known.
111. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
112. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
113. obtained by contacting the local law enforcement offices in the community where the property is located,
114. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
115. www.corr.state.mn.us.
116. **ENTIRE AGREEMENT:** This Agreement and all addenda and amendments signed by the parties shall constitute the
117. entire agreement between Buyer and Broker. Any other written or oral communication between Buyer and Broker,
118. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Agreement.
119. This Agreement can be modified or canceled only in writing signed by Buyer and Broker or by operation of law. All
120. monetary sums are deemed to be United States currency for purposes of this Agreement.
121. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
122. this transaction constitute valid, binding signatures.
123. **CONSENT FOR COMMUNICATION:** Buyer authorizes Broker and its representatives to contact Buyer by mail, phone,
124. fax, e-mail, text message or other means of communication during the term of this Agreement and anytime thereafter.

MN:FSA:B-3 (8/22)

FACILITATOR SERVICES AGREEMENT: BUYER

125. Page 4

126. **OTHER:**

Buyer is being represented by attorney Chad B Sterle. All commission from Sellers is to be paid to Mirabella Realty at closing.

128.

129.

130.

131. **BROKER**

132. **ACCEPTED BY:** Mirabella Realty
(Real Estate Company Name)

133. **By:** _____
(Licensee's Signature)

134. Jennifer Reyes
(Licensee's Printed Name)

135. _____
(Date)

136. 2832 1st Ave
(Address)

137. Hibbing MN 55746-2562
(City/State/Zip)

138. 218-262-3993
(Phone)

139. jennifer@mirabellarealtymn.com
(E-Mail Address)

140.

141.

142.

143.

144.

145.

146.

147.

148.

149.

BUYER

ACCEPTED BY: Chad Sterle
(Buyer's Signature)

Chad B. Sterle, on behalf of City of Grand Rapids, MN
(Buyer's Printed Name)

9-1-23
(Date)

502 NW 9th Ave
(Address)

Grand Rapids, MN 55744
(City/State/Zip)

218 326-9646
(Phone)

csterle@sterlelaw.com
(E-Mail Address)

BUYER

ACCEPTED BY: _____
(Buyer's Signature)

(Buyer's Printed Name)

(Date)

(Address)

(City/State/Zip)

(Phone)

(E-Mail Address)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND BROKER.
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions. **THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.


(Signature)

9-1-23
(Date)

(Signature) (Date)

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PURCHASE AGREEMENT

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1. Date August 29th 2023
2. Page 1

3. BUYER (S): City Of Grand Rapids, MN
4. _____
5. Buyer's earnest money in the amount of _____
6. One Thousand Dollars (\$ 1,000.00)
7. shall be delivered to listing broker, or, if checked, to ☐ _____ no later than two (2) Business
Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of
Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final
Acceptance Date, whichever is later.
11. Said earnest money is part payment for the purchase of the property located at
12. Street Address: 902 NW 6th Ave
13. City of Grand Rapids, County of Itasca
14. State of Minnesota, Zip Code 55744, legally described as W 5' OF LOT 8 ALL OF LOT 9 BLK 3
15. _____
16. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not
limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, lawn watering systems,
in-ground pet containment systems (excluding collars); sheds; playsets; storm sashes, storm doors, screens, and
awnings; window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window
coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals;
water softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental
remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV
wall mounts; wall and ceiling speaker mounts; carpeting; attached mirrors; garage door openers and all controls; smoke
detectors; doorbells; thermostats; all integrated phone and home automation systems, including necessary components
such as Intranet and Internet connected hardware or devices, control units (other than non-dedicated mobile devices,
electronics, and computers) and applicable software, permissions, passwords, codes, and access information; fireplace
screens, doors, and heatlators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage
refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving,
work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers,
liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment,
TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no
additional monetary value, and free and clear of all liens and encumbrances:
33. _____
34. Notwithstanding the foregoing, leased fixtures are not included.
35. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:
36. _____

PURCHASE PRICE:

37. _____
38. Seller has agreed to sell the Property to Buyer for the sum of (\$ 229,900.00)
39. Two Hundred Twenty-Nine Thousand Nine Hundred Dollars,
40. which Buyer agrees to pay in the following manner:
41. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;
42. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)
43. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to*
44. *Purchase Agreement: Assumption Financing*.)
45. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase*
46. *Agreement: Contract for Deed Financing*.)

CLOSING DATE:

47. _____
48. The date of closing shall be On/before November 3rd 2023

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PURCHASE AGREEMENT49. Page 2 Date August 29th 202350. Property located at 902 NW 6th Ave Grand Rapids MN 55744.**MORTGAGE FINANCING:**

51. This Purchase Agreement ☐ IS ☒ IS NOT subject to the mortgage financing provisions below. If IS, complete the
 52. -----(Check one.)-----
 53. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**
 54. **COSTS** section.

55. Such mortgage financing shall be: (Check one.)

56. ☐ FIRST MORTGAGE only ☐ FIRST MORTGAGE AND SUBORDINATE FINANCING.

57. Buyer shall apply for and secure, at Buyer's expense, a: (Check all that apply.)

58. ☐ CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL59. ☐ DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED60. ☐ FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED61. ☐ UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT62. ☐ OTHER _____

63. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
 64. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage
 65. application IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS after the Final Acceptance Date. Buyer agrees to
 66. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
 67. said financing.

68. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
 69. to the first mortgage and any subordinate financing. (Check one.)

70. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
 71. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
 72. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be

73. ☐ REFUNDED TO BUYER ☐ FORFEITED TO SELLER.
 -----(Check one.)-----

74. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited.
 75. See the following DVA and FHA Escape Clauses.

76. OR

77. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
 78. or before _____.

79. For purposes of this Contingency, "Written Statement" means a Written Statement prepared by Buyer's mortgage
 80. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
 81. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
 82. appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating
 83. conditions required by lender(s) to close the loan.

84. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
 85. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
 86. are deemed accepted by Buyer:

87. (a) work orders agreed to be completed by Seller;
 88. (b) any other financing terms agreed to be completed by Seller here; and
 89. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

PURCHASE AGREEMENT90. Page 3 Date August 29th 2023Grand Rapids MN 5574491. Property located at 902 NW 6th Ave

92. Upon delivery of the Written Statement, If this Purchase Agreement does not close on the stated closing date for
 93. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
 94. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
 95. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
 96. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
 97. be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

98. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
 99. canceled if the reason this Purchase Agreement does not close was due to:
 100. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
 101. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
 102. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
 103. as specified in the contingency for sale and closing of Buyer's property.

104. If the Written Statement is not provided by the date specified on line 77, Seller may, at Seller's option, declare this
 105. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
 106. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
 107. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
 108. directing all earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER.**
 -----(Check one.)-----

109. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
 110. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
 111. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
 112. money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER.**
 -----(Check one.)-----

113. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
 114. (Check one.)

115. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**

116. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

117. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$_____ to make
 118. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the
 119. cost of making said repairs shall exceed this amount, Seller shall have the following options:

120. (a) making the necessary repairs; or
 121. (b) negotiating the cost of making said repairs with Buyer; or
 122. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
 123. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
 124. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
 125. amounts related thereto above the amount specified on line 116 of this Purchase Agreement.

126. ☐ **SELLER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
 -----(Check one.)-----

127. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
 128. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur
 129. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
 130. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
 131. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the

132. appraised value of the Property as not less than \$_____.
 (sale price)

133. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
 134. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
 135. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
 136. herself that the price and condition of the Property are acceptable."

PURCHASE AGREEMENT137. Page 4 Date August 29th 2023138. Property located at 902 NW 6th Ave Grand Rapids MN 55744.139. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

140. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.

141. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

142. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan

143. amount must be paid at the closing of this transaction as follows:

144. _____ paid by Buyer ☐ AT CLOSING ☐ ADDED TO MORTGAGE AMOUNT
(Check one.)

145. _____ paid by Seller

146. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**147. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
148. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
149. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
150. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
151. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
152. regard to the amount of reasonable value established by the Department of Veterans' Affairs."153. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
154. **annual installments of special assessments certified to yearly taxes.**155. **OTHER MORTGAGE FINANCING ITEMS:** _____

156. _____

157. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**158. Seller ☐ IS ☒ IS NOT contributing to Buyer's costs. If answer is IS, Seller agrees to pay at closing, up to: (Check one.)
----- (Check one.) -----159. ☐ \$ _____160. ☐ _____ percent (%) of the sale price161. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
162. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
163. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
164. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
165. by Seller.166. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**
167. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**168. **INSPECTIONS:**169. Buyer has been made aware of the availability of Property Inspections. Buyer ☐ ELECTS ☒ DECLINES to have a
----- (Check one.) -----

170. Property inspection performed at Buyer's expense.

171. This Purchase Agreement ☐ IS ☒ IS NOT contingent upon any inspection(s) of the Property obtained by Buyer to
----- (Check one.) -----172. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
173. Agreement.174. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. Buyer shall satisfy Buyer
175. as to the qualifications of the Inspector(s) or tester(s). For purposes of this Purchase Agreement, "intrusive testing"
176. shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or
177. otherwise damages the Property.178. Seller ☐ DOES ☒ DOES NOT agree to allow Buyer to perform intrusive testing or inspection(s).
----- (Check one.) -----

179. If answer is DOES, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's

180. intrusive testing at Buyer's sole expense.

PURCHASE AGREEMENT181. Page 5 Date August 29th 2023182. Property located at 902 NW 6th Ave Grand Rapids MN 55744.

183. Seller will provide access to attic(s) and crawlspace(s).

184. Within N/A Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,
185. shall be done ("Inspection Period").186. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the
187. inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of Buyer's
188. election to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement, then the
189. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*
190. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. If Buyer does not
191. cancel this Purchase Agreement before the end of the Inspection Period, then this Inspection Contingency shall be
192. deemed removed and this Purchase Agreement shall be in full force and effect.193. **OTHER INSPECTION ITEMS:**194. _____
195. _____
196. _____**SALE OF BUYER'S PROPERTY:**

197.

198. (Check one.)

199. ☐ 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
200. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

201. OR

202. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
203. _____, which is scheduled to close on204. _____ pursuant to a fully executed purchase agreement. If Buyer's
205. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
206. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
207. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
208. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
209. Agreement, if applicable.

210. OR

211. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
212. and closing on any other property.**REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

213.

214. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
215. including all penalties and interest.216. Buyer shall pay ☒ **PRORATED FROM DAY OF CLOSING** ☐ **ALL** ☐ **NONE** _____/12ths OF real estate taxes
(Check one.)

217. due and payable in the year of closing.

218. Seller shall pay ☒ **PRORATED TO DAY OF CLOSING** ☐ **ALL** ☐ **NONE** _____/12ths OF real estate taxes due and
(Check one.)

219. payable in the year of closing.

220. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller ☐ **SHALL** ☒ **SHALL NOT**
(Check one.)

221. pay the difference between the homestead and non-homestead.

222. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
223. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

PURCHASE AGREEMENT224. Page 6 Date August 29th 2023Grand Rapids MN 55744225. Property located at 902 NW 6th Ave**226. DEFERRED TAXES/SPECIAL ASSESSMENTS:**227. ☐ BUYER SHALL PAY ☒ SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.229. ☒ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☐ SELLER SHALL PAY ON DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.

230. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.

232. ☒ BUYER SHALL ASSUME ☐ SELLER SHALL PAY on date of closing all other special assessments levied as of the Date of this Purchase Agreement.234. ☒ BUYER SHALL ASSUME ☐ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)

235. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)

238. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.

240. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ HAS ☒ HAS NOT received a notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.241. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.**ADDITIONAL PROVISIONS:**251. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement ☐ IS ☒ IS NOT subject to cancellation of a previously executed purchase agreement dated _____.

252. cancellation of a previously executed purchase agreement dated _____.

253. (If answer is IS, said cancellation shall be obtained no later than _____.

254. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.)257. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)258. ☒ WARRANTY DEED ☐ PERSONAL REPRESENTATIVE'S DEED ☐ CONTRACT FOR DEED ☐ TRUSTEE'S DEED259. ☐ OTHER: _____ DEED joined in by spouse, if any, conveying marketable title, subject to

260. (a) building and zoning laws, ordinances, and state and federal regulations;

261. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

262. (c) reservation of any mineral rights by the State of Minnesota;

263. (d) utility and drainage easements which do not interfere with existing improvements;

264. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____; and

265. _____

266. (f) others (must be specified in writing): _____

267. _____

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PURCHASE AGREEMENT268. Page 7 Date August 29th 2023Grand Rapids MN 55744269. Property located at 902 NW 6th Ave270. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)271. ☒ **IMMEDIATELY AFTER CLOSING;** or272. ☐ **OTHER:** _____273. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
274. by possession date.275. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
276. to any device or system on or serving the property that is connected or controlled wirelessly, via Internet protocol ("IP")
277. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
278. Agreement.279. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
280. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
281. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.282. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:283. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
284. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
285. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
286. assisting Seller, upon cancellation of this Purchase Agreement; and287. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
288. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
289. title opinion at Buyer's selection and cost and provide a copy to Seller.290. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
291. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to
292. the following:293. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
294. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
295. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
296. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
297. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
298. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
299. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
300. be refunded to Buyer.301. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
302. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
303. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording
304. as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary
305. lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.306. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
307. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
308. construction, alteration, or repair of any structure on, or improvement to, the Property.309. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
310. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
311. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
312. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.
313. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
314. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
315. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.316. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
317. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
318. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.319. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
320. inspections agreed to here.

PURCHASE AGREEMENT321. Page 8 Date August 29th 2023Grand Rapids MN 55744322. Property located at 902 NW 6th Ave

323. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
 324. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be
 325. on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
 326. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
 327. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
 328. said cancellation and directing all earnest money paid here to be refunded to Buyer.

329. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

330. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
 331. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
 332. ending at 11:59 P.M. on the last day.

333. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
 334. stated elsewhere by the parties in writing.

335. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays. For purposes of
 336. this Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.

337. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money
 338. from the Earnest Money Holder's trust account:

- 339. (a) at or upon the successful closing of the Property;
- 340. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
 341. *Agreement* executed by both Buyer and Seller;
- 342. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 343. (d) upon receipt of a court order.

344. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
 345. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
 346. Seller shall affirm the same by a written cancellation agreement.

347. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions
 348. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any
 349. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may
 350. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase
 351. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN
 352. Statute 559.217, Subd. 4.

353. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
 354. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
 355. performance, such action must be commenced within six (6) months after such right of action arises.

356. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
 357. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
 358. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota
 359. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
 360. www.corr.state.mn.us.

361. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
 362. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**
 363. **THIS PURCHASE AGREEMENT.**

364. BUYER HAS RECEIVED A: (Check any that apply.) ☒ **DISCLOSURE STATEMENT: SELLER'S PROPERTY**
 365. **DISCLOSURE STATEMENT** OR A ☐ **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**

366. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or
 367. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if
 368. any.

369. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

370. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY**
 371. **AND ITS CONTENTS.**

PURCHASE AGREEMENT372. Page 9 Date August 29th 2023373. Property located at 902 NW 6th Ave Grand Rapids MN 55744

374. (Check appropriate boxes.)

375. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

376. CITY SEWER ☒ YES ☐ NO / CITY WATER ☒ YES ☐ NO377. **SUBSURFACE SEWAGE TREATMENT SYSTEM**378. SELLER ☐ DOES ☒ DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
----- (Check one.) -----

379. SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Disclosure

380. Statement: Subsurface Sewage Treatment System.)

381. **PRIVATE WELL**382. SELLER ☐ DOES ☒ DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.
----- (Check one.) -----

383. (If answer is DOES and well is located on the Property, see Disclosure Statement: Well.)

384. THIS PURCHASE AGREEMENT ☐ IS ☒ IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
----- (Check one.) -----385. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

386. (If answer is IS, see attached Addendum.)

387. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS

388. RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE

389. TREATMENT SYSTEM.

390. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/
391. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,
392. exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. (Check one.)393. ☐ A Home Protection/Warranty Plan will be obtained by ☐ BUYER ☐ SELLER and paid for by
----- (Check one.) -----394. ☐ BUYER ☐ SELLER to be issued by _____
----- (Check one.) -----

395. at a cost not to exceed \$ _____.

396. ☒ No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect
397. to purchase a Home Protection/Warranty Plan.**AGENCY NOTICE**398. _____
399. Jennifer Reyes is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☒ Facilitator.
(Licensee) ----- (Check one.) -----400. Mirabella Realty
(Real Estate Company Name)401. Jennifer Reyes is ☒ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) ----- (Check one.) -----402. Mirabella Realty
(Real Estate Company Name)403. THIS NOTICE DOES **NOT** SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.

PURCHASE AGREEMENT404. Page 10 Date August 29th 2023Grand Rapids MN 55744405. Property located at 902 NW 6th Ave

406.

DUAL AGENCY REPRESENTATION407. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

408. ☒ Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 408-424.*
409. ☐ Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 409-424.*

410. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
411. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
412. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
413. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
414. Seller(s) and Buyer(s) acknowledge that
415. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
416. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
417. information will be shared;
418. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
419. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
420. the sale.

421. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
422. and its salesperson to act as dual agents in this transaction.

423. Seller _____

Buyer *[Signature]* 9-1-23

424. Seller _____

Buyer _____

425. Date _____

Date 9-1-23

426. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
427. cash outlay at closing or reduce the proceeds from the sale.

428. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
429. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
430. in the transaction at the time these documents are provided to Buyer and Seller.

431. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
432. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
433. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
434. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

435. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
436. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
437. the closing and delivery of the deed.

438. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
439. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
440. identification numbers or Social Security numbers.

441. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
442. withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA
443. compliance, as the respective licensee's representing or assisting either party will be unable to assure either
444. party whether the transaction is exempt from FIRPTA withholding requirements.

MN:PA-10 (8/23)

PURCHASE AGREEMENT445. Page 11 Date August 29th 2023446. Property located at 902 NW 6th Ave Grand Rapids MN 55744.447. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
448. and all addenda must be fully executed by both parties and a copy must be delivered.449. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
450. this transaction constitute valid, binding signatures.451. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
452. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
453. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
454. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and
455. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
456. Agreement.457. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
458. for deed.459. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
460. (1) of this Purchase Agreement.461. **OTHER:**
462. Purchase agreement is contingent on the property approval to be rezoned from current zoning to
463. public use within 60 days of final acceptance. In the event the zoning change is not possible,
all earnest money to be refunded to the buyer. ✓464. Offer is contingent on Sellers finding suitable housing. Buyer would agree to a temporary lease
465. back option, if necessary; Sellers are actively looking for a home with the intention of
fulfilling the closing date on purchase agreement. ✓

466.

467.

468.

469.

470.

471. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.472. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.473. ☐ Addendum to Purchase Agreement474. ☐ Addendum to Purchase Agreement: Additional Signatures475. ☐ Addendum to Purchase Agreement: Assumption Financing476. ☐ Addendum to Purchase Agreement: Buyer Move-In Agreement477. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability478. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
479. ("CIC")480. ☐ Addendum to Purchase Agreement: Contract for Deed Financing481. ☒ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
482. Hazards483. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency484. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement485. ☐ Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency486. ☐ Addendum to Purchase Agreement: Short Sale Contingency487. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency488. ☐ Other: _____

PURCHASE AGREEMENT489. Page 12 Date August 29th 2023490. Property located at 902 NW 6th Ave Grand Rapids MN 55744491. I agree to sell the Property for the price and on the
492. terms and conditions set forth above.493. I have reviewed all pages of this Purchase
494. Agreement.I agree to purchase the Property for the price and on
the terms and conditions set forth above.I have reviewed all pages of this Purchase
Agreement.495. ☐ If checked, this Purchase Agreement is subject to
496. attached **Addendum to Purchase Agreement:**
497. **Counteroffer** and the Final Acceptance Date shall be
498. noted on the **Addendum**.499. **FIRPTA:** Seller represents and warrants, under penalty
500. of perjury, that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a
-----*(Check one.)*-----501. non-resident alien individual, foreign corporation, foreign
502. partnership, foreign trust, or foreign estate for purposes of
503. income taxation. (See lines 430-443.) This representation
504. and warranty shall survive the closing of the transaction
505. and the delivery of the deed.506. X _____
(Seller's Signature) (Date)X  9-1-23
(Buyer's Signature) (Date)507. X _____
(Seller's Printed Name)X Chad B. Sterle, on behalf of City of Grand Rapids, MN
(Buyer's Printed Name)508. X _____
(Seller's Signature) (Date)X _____
(Buyer's Signature) (Date)509. X _____
(Seller's Printed Name)X _____
(Buyer's Printed Name)510. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
511. is the date on which the fully executed Purchase Agreement is delivered.512. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
513. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**514. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE **DISCLOSURE**
515. **STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**
516. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE AGREEMENT.**

517. SELLER(S) _____

BUYER(S) 

518. SELLER(S) _____

BUYER(S) _____

MN:PA-12 (8/23)

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions. **THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

 9-1-23
(Signature) (Date)

(Signature) (Date)

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ADDENDUM TO PURCHASE AGREEMENT: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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1. Date _____
2. Page 1

3. Addendum to Purchase Agreement between parties, dated _____
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at _____
5. 902 NW 6th Ave Grand Rapids MN 55744

6. Lead Warning Statement

7. Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
8. that such property may present exposure to lead from lead-based paint that may place young children at risk of
9. developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including
10. learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also
11. poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide
12. the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's
13. possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible
14. lead-based paint hazards is recommended prior to purchase.

15. Seller's Disclosure (Check one.)

16. ☒ Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
17. in the housing.
18. ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint
20. hazards in the housing. (Please explain and list documents below.):
21. _____
22. _____
23. _____

24. Buyer's Acknowledgment

25. Buyer has received copies of all information listed above, if any.
26. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
27. Buyer has: (Check one.)
28. ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
29. lead-based paint hazards; or
30. ☐ Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
31. the presence of lead-based paint and/or lead-based paint hazards.
32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
34. shall be completed within ☐ TEN (10) ☐ _____ Calendar Days after Final Acceptance of the Purchase
35. Agreement.

ADDENDUM TO PURCHASE AGREEMENT: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

36. Page 2

Grand Rapids MN 55744

37. Property located at 902 NW 6th Ave

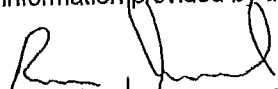

38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,
 39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee
 40. representing or assisting Seller, within three (3) Calendar Days after the assessment or inspection is timely
 41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk
 42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) Calendar Days
 43. after delivery of the written list of required corrections that:
 44. (A) some or all of the required corrections will be made; or
 45. (B) Buyer waives the deficiencies; or
 46. (C) an adjustment to the purchase price will be made;
 47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
 48. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is
 49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that
 50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or
 51. assisting Seller of the waiver or removal, in writing, within the time specified.

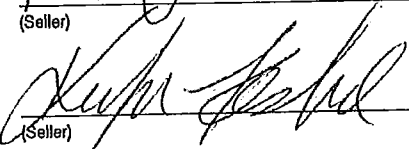
52. **Real Estate Licensee's Acknowledgment**

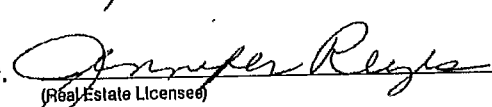
53. Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of licensee's
 54. responsibility to ensure compliance.

55. **Certification of Accuracy**

56. The following parties have reviewed the information above and certify, to the best of their knowledge, that the
 57. information provided by the signatory is true and accurate.

58.  6-28-23  9-1-23
 (Seller) (Date) (Buyer) (Date)

59.  6-28-23 _____
 (Seller) (Date) (Buyer) (Date)

60.  6-28-23 _____
 (Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

TLX:SALE-2 (8/20)



DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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1. Date _____
2. Page 1 of _____ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

6. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
7. Under Minnesota law, sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
8. disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect
9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
10. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before
11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,
12. of any facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the
13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
14. Seller has disclosure alternatives allowed by MN Statutes. See *Disclosure Statement: Seller's Disclosure Alternatives*
15. form for further information regarding disclosure alternatives. **This disclosure is not a warranty or a guarantee of any**
16. **kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for**
17. **any inspections or warranties the party(ies) may wish to obtain.**
18. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:
19. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a
20. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103,
21. clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.
22. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in
23. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any
24. other option.
25. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the property personally or have it
26. inspected by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers "NO" to any of
27. the questions listed below, it does not necessarily mean that it does not exist on the property, did not occur, or does
28. not apply. "NO" may mean that Seller is unaware.
29. **INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or
30. inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your
31. knowledge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions.
32. (6) If any items do not apply, write "NA" (not applicable).
33. Property located at 902 NW 6th Ave,
34. City of Grand Rapids, County of Itasca,
35. State of Minnesota, Zip Code 55744 ("Property").
36. **A. GENERAL INFORMATION:** The following questions are to be answered to the best of Seller's knowledge.
37. (1) What date did you ☒ Acquire ☐ Build the home? May 2020
(check one)
38. (2) Type of title evidence: ☒ Abstract ☐ Registered (Torrens) ☐ Unknown
39. Location of Abstract: _____
40. Is there an existing Owner's Title Insurance Policy? ☐ Yes ☐ No
41. (3) Have you occupied this home continuously during your ownership? ☒ Yes ☐ No
42. If "No," explain: _____
43. (4) Is the home suitable for year-round use? ☒ Yes ☐ No
44. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) ☐ Yes ☐ No
45. (6) Does the Property include a manufactured home? ☐ Yes ☒ No
46. If "Yes," HUD #(s) is/are _____
47. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? ☐ Yes ☒ No

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

48. Page 2

49. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

50. Property located at 902 NW 6th Ave Grand Rapids MN 55744

51. (7) Is the Property located on a public or a private road? ☒ Public ☐ Private ☐ Public: no maintenance

52. (8) **Flood Insurance:** All properties in the state of Minnesota have been assigned a flood zone designation. Some flood zones may require flood insurance.

53. (a) Do you know which zone the Property is located in? ☐ Yes ☒ No

54. If "Yes," which zone? _____

55. (b) Have you ever had a flood insurance policy? ☐ Yes ☒ No

56. If "Yes," is the policy in force? ☐ Yes ☒ No

57. If "Yes," what is the annual premium? \$ _____

58. If "Yes," who is the insurance carrier? _____

59. (c) Have you ever had a claim with a flood insurance carrier or FEMA? ☐ Yes ☒ No

60. If "Yes," please explain: _____

61. _____

62. **NOTE:** Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the Property. As a result, Buyer should not rely on the premiums paid for flood insurance on this Property previously as an indication of the premiums that will apply after Buyer completes their purchase.

63. Are there any

64. (9) homeowners associations or shared amenities? ☐ Yes ☒ No

65. (10) encroachments? ☐ Yes ☒ No

66. (11) covenants, historical registry, reservations, or restrictions, that affect or may affect the use or future resale of the Property? ☐ Yes ☒ No

67. (12) governmental requirements or restrictions that affect or may affect the use or future enjoyment of the Property (e.g., shoreland restrictions, non-conforming use, etc.)? ☐ Yes ☒ No

68. (13) easements, other than utility or drainage easements? ☐ Yes ☒ No

69. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

70. _____

71. _____

72. **B. GENERAL CONDITION:** To your knowledge, have any of the following conditions previously existed or do they currently exist on the Property?

73. (ANSWERS APPLY TO ALL STRUCTURES, SUCH AS GARAGE AND OUTBUILDINGS.)

74. (1) Has there been any damage by wind, fire, flood, hail, or other cause(s)? ☐ Yes ☒ No

75. If "Yes," give details of what happened and when: _____

76. _____

77. (2) Have you ever had an insurance claim(s) related to the Property? ☐ Yes ☒ No

78. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? _____

79. _____

80. Did you receive compensation for the claim(s)? ☐ Yes ☒ No

81. Did you have the items repaired? ☐ Yes ☒ No

82. What dates did the claim(s) occur? _____

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

91. Page 3

92. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

93. Property located at 902 NW 6th Ave Grand Rapids MN 55744

94. (3) (a) Has/Have the structure(s) been altered? ☐ Yes ☒ No
 95. (e.g., additions, altered roof lines, changes to load-bearing walls)
 96. If "Yes," please specify what was done, when, and by whom (owner or contractor):

97.

98.

99. (b) Has any work been performed on the Property? (e.g., additions to the
 100. Property, wiring, plumbing, retaining wall, general finishing) ☒ Yes ☐ No

101. If "Yes," please explain: Some new outlets in basement, made the
 102. 2 rooms in the basement into one big room

103. (c) Are you aware of any work performed on the Property for which
 104. appropriate permits were not obtained? ☐ Yes ☒ No

105. If "Yes," please explain: _____

106.

107. (4) Has there been any damage to flooring or floor covering? ☐ Yes ☒ No

108. If "Yes," give details of what happened and when: _____

109.

110. (5) Do you have or have you previously had any pets? ☒ Yes ☐ No
 111. If "Yes," indicate type 2 dogs 2 fish tanks and number _____

112. (6) THE FOUNDATION: The type of foundation is (i.e., block, poured, wood, stone, other):

113.

114. (7) THE BASEMENT, CRAWLSPACE, SLAB:

115. (a) cracked floor/walls? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(e) leakage/seepage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
116. (b) drain tile problem? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(f) sewer backup? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
117. (c) flooding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(g) wet floors/walls? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
118. (d) foundation problem? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(h) other? _____ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

119. Give details to any questions answered "Yes":

120.

121.

122. (8) THE ROOF:

123. (a) What is the age of the roofing material?

124. Home: _____ years Garage(s)/Outbuilding(s): _____ years

125. (b) Has there been any interior or exterior damage? ☐ Yes ☒ No

126. (c) Has there been interior damage from ice buildup? ☒ Yes ☐ No

127. (d) Has there been any leakage? ☒ Yes ☒ No

128. (e) Have there been any repairs or replacements made to the roof? ☒ Yes ☐ No

129. Give details to any questions answered "Yes": WAS AN ice dam on garage roof and leaked in
back left corner of garage. Was a leak in upstairs south bedroom was
 130. repaired. Was mold in a portion in the north upstairs ceiling, was repaired

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

131. Page 4

132. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

133. Property located at 902 NW 6th Ave Grand Rapids MN 55744

134. (9) THE EXTERIOR AND INTERIOR WALLS/SIDING/WINDOWS:

135. (a) The type(s) of siding is (e.g., vinyl, stucco, brick, other): Cedar136. (b) cracks/damage? ☐ Yes ☒ No137. (c) leakage/seepage? ☐ Yes ☒ No138. (d) other? ☐ Yes ☒ No

139. Give details to any questions answered "Yes": _____

140. _____

141. C. APPLIANCES, HEATING, PLUMBING, ELECTRICAL, AND OTHER MECHANICAL SYSTEMS:

142. NOTE: Check "NA" if the item is not physically located on the Property. Check "Yes" for items in working condition. Check "No" for items not in working condition. Working order means all components of the

143. items specified below.

	NA	Working Order Yes	No		NA	Working Order Yes	No
148. Air-conditioning.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
149. <input type="checkbox"/> Central <input checked="" type="checkbox"/> Wall <input type="checkbox"/> Window				Propane tank	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
150. Air exchange system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
151. Carbon monoxide detector.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/oven.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
152. Ceiling fan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range hood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
153. Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
154. Clothes dryer.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Security system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
155. Clothes washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
156. Dishwasher.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
157. Doorbell.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
158. Drain tile system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solar collectors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
159. Electrical system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
160. Environmental remediation system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Toilet mechanisms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
161. (e.g., radon, vapor intrusion)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Trash compactor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
162. Exhaust system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	TV antenna system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
163. Fire sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	TV cable system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
164. Fireplace..... <u>Not functioning</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV receiver.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
165. Fireplace mechanisms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV satellite dish.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
166. Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
167. Furnace humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
168. Garage door auto reverse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water purification system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
169. Garage door opener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
170. Garage door opener remote.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
171. Garbage disposal.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
172. Heating system (central).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water treatment system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
173. Heating system (supplemental).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
174. Incinerator	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
175. Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Window treatments.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
176. In-ground pet containment system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood-burning stove	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
177. Lawn sprinkler system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
178. Microwave.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
179. Plumbing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

180. Page 5

181. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

182. Property located at 902 NW 6th Ave Grand Rapids MN 55744.

183. Are there any items or systems on the Property connected or controlled wirelessly,
184. via Internet protocol ("IP"), to a router or gateway or directly to the cloud? ☐ Yes ☒ No

185. Comments regarding issues in Section C: _____

186. _____

187. D. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:

188. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)

189. Seller ☐ DOES ☒ DOES NOT know of a subsurface sewage treatment system on or serving the above-described
----- (Check one.) -----

190. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
191. *Subsurface Sewage Treatment System*.)

192. ☐ There is an abandoned subsurface sewage treatment system on the above-described real Property.
193. (See *Disclosure Statement: Subsurface Sewage Treatment System*.)

194. E. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103I.235.) 195. (Check appropriate box(es).)

196. ☒ Seller does not know of any wells on the above-described real Property.

197. ☐ There are one or more wells located on the above-described real Property. (See *Disclosure Statement: Well*.)

198. ☐ This Property is in a Special Well Construction Area.

199. ☐ There are wells serving the above-described Property that are not located on the Property.

200. (1) How many properties or residences does the shared well serve? _____ ☐ Yes ☐ No

201. (2) Is there a maintenance agreement for the shared well? ☐ Yes ☐ No

202. If "Yes," what is the annual maintenance fee? \$ _____

203. F. PROPERTY TAX TREATMENT:

204. Preferential Property Tax Treatment

205. Is the Property subject to any preferential property tax status or any other credits
206. affecting the Property? (e.g., Disabled Veterans' Benefits, Disability, Green Acres,
207. Non-Profit Status, RIM, Rural Preserve, etc.) ☐ Yes ☒ No

208. If "Yes," would these terminate upon the sale of the Property? ☐ Yes ☐ No

209. Explain: _____

210. _____

211. G. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code 212. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must 213. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

214. Seller represents that Seller ☐ IS ☒ IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
----- (Check one.) -----

215. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
216. survive the closing of any transaction involving the Property described here.

217. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
218. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In non-
219. exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

220. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
221. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
222. Revenue Code.

223. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
224. for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding
225. FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to
226. assure either party whether the transaction is exempt from the FIRPTA withholding requirements.

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

227. Page 6

228. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

229. Property located at 902 NW 6th Ave Grand Rapids MN 55744.

230. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

231. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

232. ☒ Seller is not aware of any methamphetamine production that has occurred on the Property.

233. ☐ Seller is aware that methamphetamine production has occurred on the Property.

234. (See Disclosure Statement: Methamphetamine Production.)

235. **I. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are filed with the county recorder in each county where the zoned area is located. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

240. **J. NOTICE REGARDING CARBON MONOXIDE DETECTORS:** MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the sale of the home.

243. **K. CEMETERY ACT:** The following questions are to be answered to the best of Seller's knowledge.

244. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs, or removes human skeletal remains or human burial grounds is guilty of a felony.

247. Are you aware of any human remains, burials, or cemeteries located on the Property? ☐ Yes ☒ No

248. If "Yes," please explain: _____

249. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN Statute 307.08, Subd. 7.

252. **L. ENVIRONMENTAL CONCERNS:** To your knowledge, have any of the following previously existed or do they currently exist on the Property?

254. (1) Animal/Insect/Pest Infestation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(6) Lead? (e.g., paint, plumbing)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
255. (2) Asbestos?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(7) Mold?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
256. (3) Diseased trees?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(8) Soil problems?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
257. (4) Formaldehyde?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(9) Underground storage tanks?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
258. (5) Hazardous waste/substances?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(10) Vapor intrusion?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

259. (11) Other? _____ ☐ Yes ☒ No

260. (12) Have you ever been contacted or received any information from any governmental authority pertaining to possible or actual environmental contamination (e.g., vapor intrusion, drinking water, and/or soil contamination, etc.) affecting the Property? ☐ Yes ☒ No

263. (13) Are you aware if there are currently, or have previously been, any orders issued on the Property by any governmental authority ordering the remediation of a public health nuisance on the Property? ☐ Yes ☒ No

266. If answer above is "Yes," all orders ☐ HAVE ☐ HAVE NOT been vacated.
------(Check one.)-----

267. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section L.

268. _____

269. _____

270. _____

271. _____

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

272. Page 7

273. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

274. Property located at 902 NW 6th Ave Grand Rapids MN 55744

275. **M. RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)

276. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
277. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends
278. having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can
279. easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

280. Every buyer of any interest in residential real property is notified that the property may present exposure to
281. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
282. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
283. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
284. information on radon test results of the dwelling.

285. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
286. Department of Health's publication entitled *Radon in Real Estate Transactions*, which is attached hereto and
287. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

288. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
289. pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN
290. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
291. the court. Any such action must be commenced within two years after the date on which the buyer closed the
292. purchase or transfer of the real Property.

293. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
294. knowledge.

295. (a) Radon test(s) ☐ HAVE ☒ HAVE NOT occurred on the Property.
----- (Check one.) -----

296. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most
297. current records and reports pertaining to radon concentration within the dwelling:

298. _____

299. _____
300. (c) There ☐ IS ☒ IS NOT a radon mitigation system currently installed on the Property.
----- (Check one.) -----

301. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
302. description and documentation.

303. _____

304. _____

305. **EXCEPTIONS:** See Section R for exceptions to this disclosure requirement.

306. **N. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
307. Seller's knowledge.

308. **Notices:** Seller ☐ HAS ☒ HAS NOT received a notice regarding any proposed improvement project from any
----- (Check one.) -----

309. assessing authorities, the costs of which project may be assessed against the Property. If "HAS," please attach
310. and/or explain:

311. _____

312. _____

313. _____

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

314. Page 8

315. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

316. Property located at 902 NW 6th Ave Grand Rapids MN 55744.

317. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an
 318. ordinary buyer's use or enjoyment of the Property or any intended use of the Property? ☐ Yes ☐ No

319. If "Yes," explain:

320. _____

321. _____

322. _____

323. _____

324. **O. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect
 325. many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
 326. leaving the home.

327. Examples of exterior moisture sources may be:

- 328. • improper flashing around windows and doors,
- 329. • improper grading,
- 330. • flooding,
- 331. • roof leaks.

332. Examples of interior moisture sources may be:

- 333. • plumbing leaks,
- 334. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 335. • overflow from tubs, sinks, or toilets,
- 336. • firewood stored indoors,
- 337. • humidifier use,
- 338. • inadequate venting of kitchen and bath humidity,
- 339. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 340. • line-drying laundry indoors,
- 341. • houseplants—watering them can generate large amounts of moisture.

342. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result
 343. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.
 344. Therefore, it is very important to detect and remediate water intrusion problems.

345. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to
 346. humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious
 347. health problems, particularly in some immunocompromised individuals and people who have asthma or allergies
 348. to mold.

349. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
 350. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the
 351. Property inspected for moisture problems before entering into a purchase agreement or as a condition of your
 352. purchase agreement. Such an analysis is particularly advisable if you observe staining or musty odors on the
 353. Property.

354. **P. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
 355. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
 356. may be obtained by contacting the local law enforcement offices in the community where the property
 357. is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of
 358. Corrections web site at www.corr.state.mn.us.

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

359. Page 9

360. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

361. Property located at 902 NW 6th Ave Grand Rapids MN 55744

362. Q. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:

363. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to

364. (1) real property that is not residential real property;
365. (2) a gratuitous transfer;
366. (3) a transfer pursuant to a court order;
367. (4) a transfer to a government or governmental agency;
368. (5) a transfer by foreclosure or deed in lieu of foreclosure;
369. (6) a transfer to heirs or devisees of a decedent;
370. (7) a transfer from a co-tenant to one or more other co-tenants;
371. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
372. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
373. (10) a transfer of newly constructed residential property that has not been inhabited;
374. (11) an option to purchase a unit in a common interest community, until exercised;
375. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
376. (13) a transfer to a tenant who is in possession of the residential real property; or
377. (14) a transfer of special declarant rights under section 515B.3-104.

380. **MN STATUTES 144.496: RADON AWARENESS ACT**

381. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers
382. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

383. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the
384. prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not
385. waive, limit, or abridge any obligation for seller disclosure created by any other law.

386. **No Duty to Disclose:**

387. (A) There is no duty to disclose the fact that the Property
 388. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
 389. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
 390. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
 391. (3) is located in a neighborhood containing any adult family home, community-based residential facility, or
 392. nursing home.
393. (B) **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
394. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
395. manner, provides a written notice that information about the predatory offender registry and persons
396. registered with the registry may be obtained by contacting the local law enforcement agency where the
397. property is located or the Department of Corrections.
398. (C) The provisions in paragraphs (A) and (B) do not create a duty to disclose any facts described in paragraphs
399. (A) and (B) for property that is not residential property.
400. (D) **Inspections.**
 401. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real
 402. Property if a written report that discloses the information has been prepared by a qualified third party
 403. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a
 404. federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably
 405. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
 406. or investigation that has been conducted by the third party in order to prepare the written report.
 407. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any
 408. information included in a written report under paragraph (1) if a copy of the report is provided to Seller.

**DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT**

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410. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

411. Property located at 902 NW 6th Ave Grand Rapids MN 55744.

412. **R. ADDITIONAL COMMENTS:**

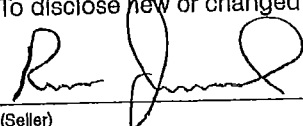
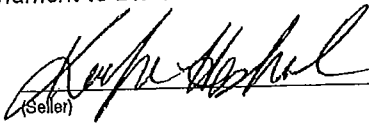
413. _____
 414. _____
 415. _____
 416. _____
 417. _____
 418. _____
 419. _____

420. **S. SELLER'S STATEMENT:**

421. *(To be signed at time of listing.)*

422. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing
 423. or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity
 424. In connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement
 425. to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the
 426. real estate licensee representing or assisting a prospective buyer is considered to have been provided to the
 427. prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting
 428. the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

429. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed**
 430. **here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's**
 431. **use or enjoyment of the Property or any intended use of the Property that occur up to the time of closing.**
 432. **To disclose new or changed facts, please use the Amendment to Disclosure Statement form.**

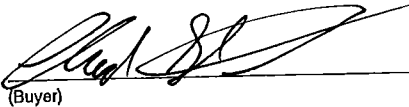
433.  6-28-23  6-28-23
 (Seller) (Date) (Seller) (Date)

434. **T. BUYER'S ACKNOWLEDGEMENT:**

435. *(To be signed at time of purchase agreement.)*

436. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Property Disclosure Statement* and agree
 437. that no representations regarding facts have been made other than those made above. This Disclosure Statement
 438. is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the
 439. transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

440. The information disclosed is given to the best of Seller's knowledge.

441.  9-1-23 _____
 (Buyer) (Date) (Buyer) (Date)

442. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
 443. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

MN:DS:SPDS-10 (8/22)

Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless radioactive gas that can seep into homes from the soil. When inhaled, its radioactive particles can damage the lungs. Long-term exposure to radon can lead to lung cancer. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L (picocuries per liter) action level. Whether a home is old or new, any home can have high levels of radon.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota.

Before signing a purchase agreement to sell or transfer residential real property, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property
2. the most current records and reports pertaining to radon concentrations within the dwelling
3. a description of any radon levels, mitigation, or remediation
4. information on the radon mitigation system, if a system was installed
5. a radon warning statement

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

What is the recommended action based on my results? If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling"

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. This means keep all windows and doors closed, except for normal entry and exit.

Before testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During testing: Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test.

Where should the test be conducted? Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls
- 4 inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas or areas of high heat/humidity

How are radon tests conducted in real estate transactions?

There are special protocols for radon testing in real estate transactions. Here are the two most common.

Continuous Radon Monitor (CRM)

This test is completed by a certified radon measurement professional with a calibrated CRM for a minimum of 48 hours. The data is analyzed to ensure a valid test. A report is generated by the measurement professional.

Simultaneous Short-Term Testing

Two short-term test kits are used at the same time, placed 4 inches apart, for a minimum of 48 hours. Test kits are sent to the lab for analysis. The lab generates a report. The two test results are averaged to get the radon level.

All radon tests should be conducted by a licensed professional. This ensures the test was conducted properly, in the correct location(s), which includes testing the lowest liveable level in each unique foundation type and under appropriate building conditions. A list of these licensed radon measurement professionals can be found at MDH's Radon web site.

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a licensed professional. A list of these licensed radon mitigation professionals can be found on MDH's Radon website.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the action level. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system is often able to reduce the annual average radon level to below 2.0 pCi/L. The cost of a radon mitigation system averages \$1,200 to \$2,500.

After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This short-term test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

Radon Information on the Web:

www.health.state.mn.us/radon

Last Updated 3/2021

MDH Indoor Air Unit

PO Box 64975

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651-201-4601

800-798-9050

health.indoorair@state.mn.us



EARNEST MONEY RECEIPT

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1. Date _____

2. Time _____

3. Buyer's licensee representing or assisting Buyer represents that he/she has in his/her possession earnest money in
4. the amount of \$ 1,000.00 , check number _____ ,
5. related to the Purchase Agreement dated August 27th 2023 , for the property located at
6. 902 NW 6th Ave
(Street)
7. Grand Rapids MN 55744
(City/State/Zip)
8. Buyer's licensee representing or assisting Buyer will deliver the earnest money pursuant to the above-referenced
9. Purchase Agreement, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

10. Buyer and Licensee Representing or Assisting Buyer Information:

11. Chad B. Sterle City of Grand Rapids, MN
(Buyer's Name(s))

12. Jennifer Reyes, Mirabella Realty
(Buyer's Licensee Representing or Assisting Buyer)

MN:EMR (8/19)