



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

CITY COUNCIL MEETING AGENDA
Monday, March 10, 2025
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, March 10, 2025 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PROCLAMATIONS/PRESENTATIONS:

1. North Country Trail Town Proclamation

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, February 24, 2025 Worksession and Regular meetings and Monday, March 3, 2025 Special meeting.

VERIFIED CLAIMS:

3. Approve the verified claims for the period February 19, 2025 to March 3, 2025 in the total amount of \$1,082,851.98.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. ~ December 17, 2024 Golf Board meeting
~ January 7, 2025 Arts & Culture meeting
~ January 8, 2025 Library Board meeting
~ January 9, 2025 & January 23, 2025 GREDA meetings

CONSENT AGENDA:

5. Make a motion to authorize the Grand Rapids Police Department to accept \$7346.27 from the FY2024 Patrick Leahy Bulletproof vest Program and to adopt a resolution accepting the same.
6. Consider renewing the Personnel Dynamics Contract.

7. Consider appointment of Kris Curnow to the Library Public Services Clerk I position with the Grand Rapids Area Library.
8. Consider request to hire a paid summer business intern for City Hall.
9. Consider accepting the resignation from Robert Sanders from his position as part-time Security Officer.
10. Considering authorizing Fire Department staff to apply for a HMEP grant from the Minnesota Department of Public Safety.
11. Consider approving the disposal of forfeited ATV at auction
12. Consider approving letters of support for Itasca County and Grand Itasca Clinic & Hospital
13. Consider accepting the resignation of Jessi Bloom from the Human Rights Commission and authorize filling the vacancy.
14. Consider approving an agreement with SEH for the Vehicle Gate Replacement Project
15. Consider entering into agreements with Becher Hoppe for engineering services related to the Taxiway A project at the Grand Rapids-Itasca County Airport
16. Consider adopting a resolution approving the updated City-Wide fee schedule for city services

SET REGULAR AGENDA:

CIVIC CENTER & PARKS:

17. Consider accepting a quote from 218 Electric to install a new power source at Yanmar Arena.
18. Consider entering into an Advertising Agreement with Grand Rapids State Bank for advertising at Yanmar Arena.

FINANCE:

19. Consider a resolution awarding the sale of general obligation bonds, Series 2025A

CITY COUNCIL:

20. Consider appointments to Pokegama Golf Board and Police Community Advisory Board.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 24, 2025 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk

Proclamation

NORTH COUNTRY TRAIL TOWN

WHEREAS, The North Country National Scenic Trail runs directly through the City of Grand Rapids; and

WHEREAS, The North Country National Scenic Trail (North Country Trail) is one of eleven (11) National Scenic Trails in the country; and

WHEREAS, the North Country Trail Association is the founder of the North Country Trail and continues as the lead volunteer organization for developing and maintaining the North Country Trail from New York to North Dakota for over 4,600 miles of hiking trail; and

WHEREAS, such hiking trail provides a year-round source of pleasure and recreation to the North Country's citizens and visitors to the North Country; and

WHEREAS, many of the citizens in and around the community of Grand Rapids and other visitors and citizens of the North Country are becoming more health conscious and are turning to hiking as one of the major forms of maintaining a healthy body; and

WHEREAS, the community of Grand Rapids is an ideal destination for many of today's visitors to the North Country; and

WHEREAS, Itasca County offers a variety of outdoor and cultural experiences to residents and visitors; and

WHEREAS, available supporting services and facilities such as lodging and restaurants make Grand Rapids an outstanding heritage and nature-based tourism destination; and

WHEREAS, casual walkers, day hikers, and weekend backpackers want to enjoy the North Country Trail, and the community of Grand Rapids can provide the gateway to their experience.

NOW THEREFORE, the City of Grand Rapids, Minnesota, does hereby proclaim to be a **NORTH COUNTRY TRAIL TOWN** and commends the North Country Trail Association for its work in developing and maintaining the North Country Trail and further encourages all residents of and visitors to take a hike on the North Country Trail

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 10TH day of March, Two thousand twenty-five.

Tasha Connelly, Mayor
City of Grand Rapids



CITY OF
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CITY COUNCIL WORKSESSION MINUTES
Monday, February 24, 2025
4:00 PM

Mayor Connelly called the meeting to order at 4:02 PM.

PRESENT: Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland, Councilor Rick Blake, Councilor Dan Mertes

STAFF: Tom Pagel, Kimberly Gibeau, Andy Morgan, Rob Mattei, Chery Pierzina

BUSINESS:

1. ISD 318 Update - Matt Grose

School Superintendent Matt Grose presented overview of ISD 318, specifically noting:

1. Current enrollment; district size including number of municipalities and tribal nations.
2. Identified nine educational sites within the district.
3. Overview of current School Board members and accomplishments.
4. Information surrounding current employment levels and challenges.
5. Provided information on transportation and food services.
6. Discussed strategic directions, student achievement, priorities, & communication.
7. Discussed budget, stewardship, and funding gap.
8. Dispelled misinformation, separating fact from fiction.

2. Gypsy Moth Treatment Presentation - Department of Agriculture

Matt Gallo, Department of Agriculture presented information on spongy moth issues, possible infestation areas and proposed treatments. Proposed partnership with the City to assist with notifications and education.

DEPARTMENT HEAD REPORT: Postponed until March 10, 2024 Worksession.

REVIEW OF REGULAR AGENDA:

Upon review, item #12a is added to Consent. No other changes or additions are noted.

There being no further business, the meeting adjourned at 5:09 PM.

Respectfully submitted:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL MEETING MINUTES
Monday, February 24, 2025
5:00 PM

Mayor Connelly called the meeting to order at 5:15 PM.

PRESENT: Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland, Councilor Rick Blake, Councilor Dan Mertes

STAFF: Tom Pagel, Kimberly Gibeau, Chad Sterle, Will Richter, Travis Cole, John Linder, Shawn Graeber, Laura Pfeifer, Andy Morgan, Jeremy Nelson

PROCLAMATIONS/PRESENTATIONS:

1. Grand Rapids Fire Department - Pinning Ceremony for Safety Officer Will Richter

Conducted Pinning Ceremony for Will Richter, Fire Department Safety Officer

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly acknowledged National School Resource Officer week and Grand Rapids Police Officer Troy Scott, ISD 318 SRO and shared a message sent from local resident acknowledging Police Officer Jeff Madsen for his exemplary performance in a recent situation.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor MacGregor, met with ARDC representative, reviewed Human Rights Commission activities, attended LMC Advanced Training for elected officials and working with WMMPB regarding trail town designation.

Councilor Blake provided overview of CGMC update and focuses.

Mayor Connelly discussed Hwy 169 Coalition, public meeting on corridor, and encouraged awareness about fraud and scams targeting residents.

Councilor Sutherland provided update on Yanmar arena activities including the outdoor pavilion. Youth entering regional competitions. Dry floor event updates.

APPROVAL OF MINUTES:

2. Approve minutes for Monday, February 10, 2025 Council meeting and Closed meeting summary.

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

VERIFIED CLAIMS:

3. Approve the verified claims for the period February 4, 2025 to February 18, 2025 in the amount of \$1,177,785.32.

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

CONSENT AGENDA:

4. Consider approving 2025 pay scales for non-represented employees and authorizing the advertising of the open Finance Director position.
5. Consider adopting a resolution to authorize an operating transfer from the Special Revenue Fund-Civic Center Fund to the Debt Service Fund-GO Refunding Bonds, Series 2024A.

Adopted Resolution 25-15

6. Consider adopting a resolution approving budgeted transfers from the General Fund to Special Revenue Funds-Domestic Animal Control Facility and Central School.

Adopted Resolution 25-16

7. Consider adopting a resolution to authorize an operating transfer from the General Fund to the Airport Operations and the Airport Capital Project Fund.

Adopted Resolution 25-17

8. Consider adopting a resolution approving transfer from the Debt Service Fund-GO Refunding Series 2024A to Capital Project Fund-Yanmar Arena Capital Improvement Project.

Adopted Resolution 25-18

9. Consider entering a Memorandum of Understanding with First Call for Help of Itasca County
10. Consider entering into a cooperative construction agreement with Itasca County for 7th Avenue SE
11. Consider the appointment of Jaime Turnbull to the position of Custodian with the Grand Rapids Fire Department.

12. Consider appointing Madison Janecke to the position of Seasonal Assistant Golf Professional at Pokegama Golf Course.

12a. Consider authorizing the Police Department to enter into Educational Tobacco Compliance Check annual plan agreement/contract with Minnesota Department of Human Services.

Motion made by Councilor Blake, Second by Councilor Sutherland to approve the Consent agenda with the addition of item 12a. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

SET REGULAR AGENDA:

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

CITY COUNCIL:

13. Consider appointments to Boards & Commissions.

Motion made by Councilor MacGregor, Second by Councilor Sutherland to make the following appointments to Boards & Commissions:

Appoint John Ryan to the Pokegama Golf Board, term to expire March 1, 2028;
Appoint Sholom & Wayne Bruns to the GREDA, terms to expire March 1, 2031;
Appoint Doug Learmont & Ron Grossman to Human Rights Comm., terms to expire March 1, 2028;
Appoint Betsy Johnson to the Planning Commission, term to expire March 1, 2029; and
Appoint Rick Smith to the PUC, term to expire March 1, 2029.

Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

There being no further business, the meeting adjourned at 5:38 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL SPECIAL MEETING MINUTES

Monday, March 03, 2025

4:00 PM

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

PRESENT: Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Rick Blake, Councilor Dan Mertes. ABSENT: Councilor Tom Sutherland

STAFF PRESENT: Tom Pagel, Kimberly Gibeau, Chad Sterle, Andy Morgan, Cheri Pierzina

ADMINISTRATION:

1. Consider approving an agreement with Aaron Michels for prosecution services

Administrator Pagel presented background on request for proposal for Prosecuting attorney services and proposals received. Recommendation is to execute agreement with Attorney Aaron Michels.

Motion made by Councilor Blake, Seconded by Councilor Mertes to approve the agreement with Aaron Michels for prosecution services. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

ADJOURNMENT:

There being no further business, the meeting adjourned at 4:11 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 03/06/2025
 TIME: 12:59:06
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/10/2025

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0126725	AZTECA SYSTEMS LLC	23,859.40
1612075	PLAN IT SOFTWARE LLC	825.00
	TOTAL	24,684.40
CITY WIDE		
0126725	AZTECA SYSTEMS LLC	33,403.10
1612075	PLAN IT SOFTWARE LLC	1,675.00
	TOTAL CITY WIDE	35,078.10
ADMINISTRATION		
0914729	INTERNATIONAL INSTITUTE OF	195.00
2018225	TREASURE BAY PRINTING	1,006.00
	TOTAL ADMINISTRATION	1,201.00
BUILDING SAFETY DIVISION		
0118100	VESTIS GROUP INC	73.29
0701650	GARTNER REFRIGERATION CO	192.50
1901309	SAIGER'S STEAM CLEAN LLC	847.80
	TOTAL BUILDING SAFETY DIVISION	1,113.59
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	74.75
	TOTAL COMMUNITY DEVELOPMENT	74.75
COUNCIL/COMMISSION/BOARDS		
1315450	MOMEMENTUM ADVOCACY, LLP	2,000.00
	TOTAL COUNCIL/COMMISSION/BOARDS	2,000.00
FINANCE		
0312395	CLIFTONLARSONALLEN LLP	7,350.00
0809436	HILDI USI CONSULTING GROUP	4,770.00
	TOTAL FINANCE	12,120.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/10/2025

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0118100	VESTIS GROUP INC	61.52
0221650	BURGGRAF'S ACE HARDWARE	26.99
0315455	COLE HARDWARE INC	18.90
1321526	MES SERVICE COMPANY, LLC	633.00
1401650	NARDINI FIRE EQUIPMENT CO INC	500.00
	TOTAL FIRE	1,240.41
PUBLIC WORKS		
0221650	BURGGRAF'S ACE HARDWARE	89.99
0301685	CARQUEST AUTO PARTS	253.28
0305510	CENTRAL LANDSCAPE SUPPLY INC	5,910.22
0315455	COLE HARDWARE INC	54.50
0401420	DAKOTA FLUID POWER, INC	502.19
0601690	FASTENAL COMPANY	653.71
0800040	H & L MESABI	8,526.00
1303039	MCCOY CONSTRUCTION & FORESTRY	40.67
1415545	NORTHLAND LAWN & SPORT, LLC	1,115.31
1421155	NUCH'S IN THE CORNER	104.00
1421700	NUSS TRUCK GROUP INC	300.25
1615505	POMP'S TIRE SERVICE INC	466.00
1800655	R & R SPECIALTIES INC	2,563.00
2015600	TOPIARY ART WORK	1,467.29
2209421	VIKING ELECTRIC SUPPLY INC	40.18
2301750	WAUSAU EQUIPMENT CO, LLC	1,150.00
	TOTAL PUBLIC WORKS	23,236.59
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	90.68
0305513	CENTRAL MCGOWAN, INC	83.36
0601690	FASTENAL COMPANY	176.84
	TOTAL FLEET MAINTENANCE	350.88
POLICE		
0100031	A&B MISHAPS	152.97
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	122.26
0124550	AXON ENTERPRISE INC	34,846.24
0221650	BURGGRAF'S ACE HARDWARE	23.98
0409501	JOHN P. DIMICH	5,250.00
0718060	GRAND RAPIDS HERALD REVIEW	607.36
0920060	ITASCA COUNTY TREASURER	39.52

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/10/2025

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
POLICE		
1309267	MN LEAP	100.00
1309332	MN STATE RETIREMENT SYSTEM	1,858.93
141560	NELAC - TREASURER TY TEACHER	75.00
1800149	RCB COLLECTIONS	25.00
1920233	STREICHER'S INC	12,062.02
1920555	STOKES PRINTING & OFFICE	83.58
	TOTAL POLICE	55,246.86
RECREATION		
0103325	ACHESON TIRE INC	95.00
0301685	CARQUEST AUTO PARTS	7.87
1415544	NORTHLAND PORTABLES	204.00
	TOTAL RECREATION	306.87
CENTRAL SCHOOL		
0118100	VESTIS GROUP INC	67.93
0218745	ASHLEY BRUBAKER	283.73
0221650	BURGGRAF'S ACE HARDWARE	30.98
0315455	COLE HARDWARE INC	7.96
0701650	GARTNER REFRIGERATION CO	1,930.74
2018680	TRU NORTH ELECTRIC LLC	321.35
	TOTAL	2,642.69
AIRPORT		
0315455	COLE HARDWARE INC	16.55
0504825	EDWARDS OIL INC	1,466.41
1405530	NEO ELECTRICAL SOLUTIONS LLC	3,172.55
	TOTAL	4,655.51
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	VESTIS GROUP INC	55.26
0701650	GARTNER REFRIGERATION CO	3,279.73
1201430	LAKE SUPERIOR CUTTING EDGE LLC	390.00
1415595	NORTHWOODS CLEANING COMPANY	3,159.96
	TOTAL GENERAL ADMINISTRATION	6,884.95

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/10/2025

VENDOR #	NAME	AMOUNT DUE

STATE HAZ-MAT RESPONSE TEAM		
1415480	NORTHERN HEALTH & FITNESS PLUS	4,880.20
	TOTAL	4,880.20
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	5.18
2501525	YANMAR COMPACT EQUIPMENT NORTH	300.00
	TOTAL	305.18
DOMESTIC ANIMAL CONTROL FAC		
0118100	VESTIS GROUP INC	30.00
	TOTAL	30.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
1321526	MES SERVICE COMPANY, LLC	2,009.70
1920150	STATT LLC	975.00
	TOTAL CAPITAL OUTLAY-POLICE	2,984.70
STORM WATER UTILITY		
0514798	ENVIRONMENTAL EQUIPMENT AND	454.28
	TOTAL	454.28
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$179,490.96
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0205640	LEAGUE OF MN CITIES INS TRUST	337,687.00
0212725	BLUE AND BROWN BACKGROUNDS LLC	300.00
0305530	CENTURYLINK QC	53.17
0315105	COALITION OF GREATER MN CITIES	85.00
0315454	TRAVIS COLE	125.00
0509160	EICKHOF COLUMBARIA INC	24,950.00
0701105	KARL GAALAAS	485.76
0717988	SHAWN GRAEBER	125.00
0718015	GRAND RAPIDS CITY PAYROLL	322,466.82

DATE: 03/06/2025
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/10/2025

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR	APPROVAL	
PRIOR APPROVAL		
0718070	GRAND RAPIDS STATE BANK	331.60
0815440	HOLIDAY STATIONSTORES LLC	236.50
0900060	ICTV	8,429.30
1101652	SAMUEL A KARKELA	453.15
1121695	LANCE KUSCHEL	125.00
1201402	LAKE COUNTRY POWER	53.36
1305725	METROPOLITAN LIFE INSURANCE CO	2,387.33
1309134	MINNESOTA STATE COMMUNITY	480.00
1309199	MINNESOTA ENERGY RESOURCES	5,884.68
1309302	MN DEPT OF PUBLIC SAFETY	36.00
1309304	MN DEPT OF PUBLIC SAFETY	25.00
1309332	MN STATE RETIREMENT SYSTEM	2,070.00
1309335	MINNESOTA REVENUE	1,234.00
1315650	ANDY MORGAN	34.16
1321750	MUTUAL OF OMAHA	578.77
1516220	OPERATING ENGINEERS LOCAL #49	134,374.00
1601305	THOMAS J. PAGEL	1,772.00
1601750	PAUL BUNYAN COMMUNICATIONS	1,640.38
1621130	P.U.C.	45,065.76
2000100	TASC	35.55
2021685	JAMIE TURNBULL	413.42
2114360	UNITED PARCEL SERVICE	144.76
2305825	WEX INC	11,278.55
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$903,361.02
TOTAL ALL DEPARTMENTS		\$1,082,851.98



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**POKEGAMA GOLF COURSE BOARD
MEETING MINUTES**

**Tuesday, December 17, 2024
7:30 AM**

Board Chair McDonald called the meeting to order at 7:31 AM.

PRESENT: Member Rick McDonald, Member John Bauer, Member John Ryan, Member Deb Godfrey

ABSENT: Member Tom Lagergren

STAFF: Tom Beaudry, Cody Alleman

PUBLIC INPUT:

No one from the public was present.

SETTING THE AGENDA: (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Board members present.)

Upon review, no changes or additions are noted.

APPROVE MINUTES:

1. Approve Golf Board meeting minutes for Tuesday, November 19, 2024.

Motion made by Member Bauer, Second by Member Ryan to approve the Golf Board minutes for November 19, 2024 as presented. Voting Yea: Member McDonald, Member Bauer, Member Ryan, Member Godfrey

CLAIMS AND FINANCIAL STATEMENTS:

2. Approve payment for claims.

Motion made by Member Godfrey, Second by Member Bauer to approve the verified claims as presented. Voting Yea: Member McDonald, Member Bauer, Member Ryan, Member Godfrey

REPORTS:

Maintenance report consisted of update on irrigation system plan moving forward; equipment needs and timeframe for replacement based on date of order as well as discussion surrounding long term lease vs. purchase; and reviewed fertilization and increase in cost for next year.

Tom Beaudry updated the board on the following:

- ~ Simulator league begins in January
- ~ Finalizing tournament schedule for 2025 which will include a price increase. There are ongoing discussions with organizations, working on finding balance between public use and events.
- ~ 100th Anniversary Committee has been formed with first meeting set for January 9th.
- ~ Working on plans for a website redesign that would include more cohesive transaction process.
- ~ Discussed policy for tee time appointments and no-shows. Working on communication and enforcement.
- ~ Attending PGA show in January, dates falling on scheduled board meeting for next month. Request consideration for cancelling the January 21, 2025 Golf Board meeting.

Motion made by Member Ryan, Second by Member Bauer to cancel the January 21, 2025 Golf Board meeting. Voting Yea: Member McDonald, Member Bauer, Member Ryan, Member Godfrey

CORRESPONDENCE AND OPEN DISCUSSION:

No correspondence is noted.

ADJOURN:

There being no further business, the following motion was made.

Motion made by Member Ryan, Second by Member Godfrey to adjourn the meeting at 8:03 AM. Voting Yea: Member McDonald, Member Bauer, Member Ryan, Member Godfrey

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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ARTS & CULTURE COMMISSION
MEETING MINUTES
Tuesday, January 07, 2025
3:45 PM

CALL TO ORDER: Pursuant to due notice and call thereof, the Arts & Culture Commission will hold a regular meeting on Tuesday, January 7, 2025 at 3:45 pm in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

Commission Chair Hedlund called the meeting to order at 3:49pm.

ROLL CALL:

PRESENT

- Commissioner Jennifer Gorman
- Commissioner Kari Hedlund
- Commissioner Myrna Peterson
- Commissioner Amanda Lamppa
- Commissioner Angie Miskovich
- City Administrator Tom Pagel
- MacRostie Liaison, Art Shop Manager, Caleb Christianson

ABSENT

- Commissioner Aaron Squadroni
- Commissioner Derek Fox
- Commissioner Sara Slaubaugh

PUBLIC INPUT: (if anyone wishes to address the Commission)

None

SETTING THE AGENDA:

Motion made by Commissioner Peterson, Seconded by Commissioner Gorman to add two items to the agenda, the Appointing of Officers and to recognize the Resignation of newly appointed Commissioner Ashlee Lehner. Voting Yea: Commissioner Gorman, Commissioner Hedlund, Commissioner Peterson, Commissioner Lamppa, Commissioner Miskovich.

CORRESPONDENCE:

None

APPROVE MINUTES:

1. Approve December 3, 2024, Minutes

Motion made by Commissioner Gorman, Seconded by Commissioner Lamppa to approve the December 3rd, 2024, Minutes. Voting Yea: Commissioner Gorman, Commissioner Hedlund, Commissioner Peterson, Commissioner Lamppa, Commissioner Miskovich

FINANCIALS:

2. Approve December 31, 2024, Financials

Motion made by Commissioner Gorman, Seconded by Commissioner Peterson to approve the December 31, 2024, Financials. Voting Yea: Commissioner Gorman, Commissioner Hedlund, Commissioner Peterson, Commissioner Lamppa, Commissioner Miskovich

BUSINESS:

3. Children's Light Drawings

3A. Agenda Addition: Appointing Officers

Commissioner Gorman nominated Commission Chair Kari Hedlund to another term as the Chair of the Arts and Culture Commission, which she accepted. Jennifer Gorman was nominated by Commissioner Lampa as the Vice Chair of the Arts and Culture Commission, and she accepted.

Motion made by Commissioner Peterson, Seconded by Commissioner Lamppa to approve Kari Hedlund as the Commission Chair and Jennifer Gorman as the Vice Chair. Voting Yea: Commissioner Gorman, Commissioner Hedlund, Commissioner Peterson, Commissioner Lamppa, Commissioner Miskovich

3B. Agenda Addition: Recognize the Resignation of Ashlee Lehner

This item will go to the City Council for their approval and the Commission recognized that they still have a vacancy and City Administrator Tom Pagel asked the Commission to encourage folks to apply.

3. The Commission discussed the Children's Light Drawings which could start with Christmas and maybe become a future "Special Event". Commissioner Gorman to talk to Amanda Tuttle of Twisted Metal and contacting PW Director Matt Wegwerth and PW Superintendent Kevin Koetz to ask what they would need regarding fasteners for poles etc.

4. Commissioner Terms

The Commission discussed the Commissioner Terms and a commissioner can serve two terms (3 years each) and then must take a break from service. It was stated that once you are not on the Commission, you don't have to be off a full term, and if a vacancy happens, they can reapply and serve.

5. February Worksession Planning

Commission Chair Hedlund asked that all of the Commissioners look at the GR Implementation Plan (found on the City Website under Arts & Culture Commission) and City Administrator Tom Pagel will go through it at the February Worksession meeting.

6. Mobility Mania Event at Judy Garland Festival

Commissioner Peterson stated that the record-breaking Mobility Mania wheelchair event is scheduled for June 21st, 2025, kicking off the Thursday prior. It's coming together and the Guinness Book of World records will be setting it up and marketing it globally. The event will include a scavenger hunt, food trucks, Wizard of OZ 85th Anniversary showing and other activities. At this time there is no Budget set, but by the March Arts & Culture Commission meeting she will have an update on the Event, their funding needs and then will check with the Commission to see if there is interest in sponsoring their June 21st, 2025, event.

UPDATES:

7. NE Neighborhood Art Project

At this time, there is no update. City Administrator Tom Pagel will follow up with Ed Eck regarding an interpretive sign.

8. Blandin Mural

Commissioner Gorman is looking into a quote to partner with the high school print shop for the murals.

ANNOUNCEMENTS:

Commissioner Gorman brought up that she would like to have a discussion on a proposal for spaces for artists at Central School. The City Administrator Tom Pagel suggested that she talk with the City Community Development Director Rob Mattei and the Economic Development Authority regarding an Artist's Area within Central School.

Caleb Christiansen spoke that he is now the Art Shop and Design Manager at the MacRostie. He would like to add "MacRostie Happenings" to the next agenda in March and said that there is some shifting of roles at this time as Emily Calson is back at the MacRostie.

SET AGENDA FOR NEXT MEETING:

REGULAR MEETING BUSINESS:

1. Approve Minutes
2. Approve Financials

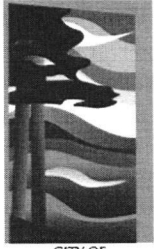
WORKSESSION MEETING:

1. Grand Rapids Implementation Plan

ADJOURN:

Motion made by Commissioner Gorman, Seconded by Commissioner Lamppa to adjourn at 4:50pm. Voting Yea: Commissioner Gorman, Commissioner Hedlund, Commissioner Peterson, Commissioner Lamppa, Commissioner Miskovich

Respectfully submitted by Cynthia Lyman



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

GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, January 08, 2025
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids Area Library Board will be held on Wednesday, January 8, 2025 at 5:00 PM in City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

2024 Board Chair Martin called the meeting to order at 5:00 PM.

CALL OF ROLL:

Present: Barr, Casteel, Dobbs, Martin, Richards, Squadroni, Teigland

Absent: King and Litchke

2025 Organizational Meeting to select Chair, Vice-Chair, and Secretary.

Motion to: Elect Martin, Richards, and Barr as a slate.

Mover: Teigland

Secunder: Squadroni

Result: Passed

APPROVAL OF AGENDA:

Motion to: approve agenda as presented

Mover: Dobbs

Secunder: Casteel

Result: Passed

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

APPROVAL OF MINUTES:

1. Consider a motion to approve library board meeting minutes from the 12-11-2024 meeting.

Motion to: approve December Minutes as presented

Mover: Squadroni

Secunder: Richards

Result: Passed

COMMUNICATIONS:

None.

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Review financial reports and consider approving payment of the Bill List.

Motion to: approve payment of Bill List.

Mover: Richards

Secunder: Barr

Result: Passed 7-0 via roll-call

CONSENT AGENDA (Roll Call Vote Required):

3. Consider adopting a resolution accepting donations.
4. Consider approval of a contract for library programs.

Motion to: approve Consent Agenda as presented.

Mover: Casteel

Secunder: Dobbs

Result: Passed 7-0 via roll-call

REGULAR AGENDA:

5. Review 2025 library budget.

Informational

6. Review Library Board bylaws.

Informational

7. Review Minnesota Open Meeting Law.

Informational

UPDATES:

Friends & Foundation

STAFF REPORTS:

8. Review library reports and statistics.

Informational

ADJOURNMENT:

Chair Martin adjourned the meeting at 5:38 PM.

NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 12, 2025, AT 5:00 PM.

ATTEST: Will Richter, Director of Library Services

DATE: 01/03/2025
 TIME: 08:56:41
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/08/2025

VENDOR #	NAME	AMOUNT DUE

PUBLIC LIBRARY		
0118100	VESTIS GROUP INC	195.87
0118660	ARROWHEAD LIBRARY SYSTEM	26.86
0201428	BAKER & TAYLOR LLC	973.45
0305485	CENGAGE LEARNING INC	27.99
0605652	FERGUSON WOLSELEY IND GROUP	173.36
0701650	GARTNER REFRIGERATION CO	2,530.00
0718010	CITY OF GRAND RAPIDS	1,746.67
0718060	GRAND RAPIDS HERALD REVIEW	113.80
0920059	ITASCA COUNTY SHERIFFS DEPT	10.00
1309055	MIDWEST TAPE LLC	171.28
1309525	UNIVERSITY OF MN (MINITEX)	150.00
1605527	THE PENWORTHY COMPANY LLC	1,010.83
1605665	PERSONNEL DYNAMICS LLC	978.18
1612225	PLAYAWAY PRODUCTS LLC	355.95
1901535	SANDSTROM'S INC	245.49
1903225	SCENIC RANGE NEWS FORUM	25.00
2114356	UNIQUE MANAGEMENT SERVICES	151.45
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$8,886.18
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	54.62
0113105	AMAZON CAPITAL SERVICES	471.26
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	22,883.57
1209520	EMILY LINDNER	150.00
1301146	MARCO TECHNOLOGIES, LLC	124.21
1305725	METROPOLITAN LIFE INSURANCE CO	80.64
1309199	MINNESOTA ENERGY RESOURCES	202.46
1309335	MINNESOTA REVENUE	28.71
1516220	OPERATING ENGINEERS LOCAL #49	10,092.00
1601750	PAUL BUNYAN COMMUNICATIONS	324.66
1618119	ISABELLA A PRATTO	50.00
1618120	MADELYN R PRATTO	50.00
1621130	P.U.C.	2,204.91
1809158	WILLIAM RICHTER	4,988.54
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$41,712.48
TOTAL ALL DEPARTMENTS		\$50,598.66

RESOLUTION NO. 2025-01
A RESOLUTION ACCEPTING DONATIONS

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

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

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

Bonner Eye Clinic - \$95.00

Grand Rapids Area Library Foundation - \$1,949.26

Susan Hawkinson - \$250.00

Adopted this 8th day of January 2025

, President

, Secretary



December 27, 2024

Madelyn Pratto
2004 Oak St.
Grand Rapids, MN 55744

Dear Ms. Pratto:

I am pleased that you will be leading a series of monthly Lego programs developed for school-age children. These programs will be held 1/27/2025, 2/24/2025, 3/24/2025, and 4/28/2025.

The Library will pay you \$50 for each program. This fee will include your prep time, as well as set-up, programming, and clean-up time. Payments will be made monthly, after the programs are completed. If these arrangements are agreeable, please sign below, and return this contract to the library.

My e-mail is: wrichter@grandrapidsmn.gov. Don't hesitate to contact me if you have questions or concerns about the arrangements for your programs.

Sincerely,

Will Richter
Library Director

These terms are acceptable:

Madelyn Pratto
Signature

12/30/24
Date

Approved for the Board of Directors:

Candy Foster

01/08/25



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, January 09, 2025
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, January 9, 2025 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

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

APPROVE MINUTES

1. Consider approval of minutes from the December 12, 2024 regular meeting.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$34,972.24.

BUSINESS

3. Conduct a public hearing to consider approval of a Purchase and Sale Contract with and conveyance of property to Ryan Companies US, Inc.

BUSINESS

4. Consider the adoption of a resolution approving conveyance of certain lots owned by GREDA and the corresponding purchase and sale contract.
5. Consider approval of a general engineering professional services agreement with Short Elliot Hendrickson (SEH) for 2025
6. Consider approval of GREDA 2025 Work Plan
7. Consider adopting a resolution approving the first amendment to the Purchase and Development Contract between GREDA and Free-Range Food Co-op.
8. Consider approval of 2025 Central School Leases

UPDATES

ADJOURN

MEMBERS & TERMS

Tom Sutherland - 12/31/2024 Council Representative

Molly MacGregor - 12/31/2024 Council Representative

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27

Bill Martinetto - 3/1/27

Malissa Bahr - 3/1/30



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, January 23, 2025
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, January 23, 2025 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
President Sholom Blake
Commissioner Bill Martinetto
Council Representative Dan Mertes

ABSENT

Commissioner Wayne Bruns
Commissioner Malissa Bahr
Council Representative Rick Blake

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

APPROVE MINUTES

1. Consider approval of the minutes from the January 9th, 2025 regular meeting.

Motion by Commissioner Hodnik, second by Commissioner Martinetto to approve the minutes of the January 9th, 2025 regular meeting. The following voted in favor thereof: Martinetto, Blake, Mertes, Hodnik. Opposed: None, motion passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$24,847.42.

BUSINESS

3. Consider approval of a proposal from Sandpieper Design for the design of a new GREDA website.

Community Development Director Mattei provided background information. The estimate for the initial setup is \$9,500 and an annual cost of \$684.

Motion by Commissioner Hodnik, second by Commissioner Martinetto to approve a proposal from Sandpieper Design for the new GREDA website. The following voted in favor thereof: Martinetto, Blake, Mertes, Hodnik. Opposed: None, motion passed unanimously.

UPDATES

Ryan Companies- They have signed the purchase agreement and submitted a permit application and plans.

Hwy 2 Corridor Study- Staff had a meeting with the consultants and they are working on the final preparations of the plan.

Oppidan- Staff had a meeting with the general contractor and are working on the development agreement.

ADJOURN

MEMBERS & TERMS

Dan Mertes - 12/31/2025 Council Representative

Rick Blake - 12/31/2025 Council Representative

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27

Bill Martinetto - 3/1/27

Malissa Bahr - 3/1/30



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10, 2025

AGENDA ITEM: Make a motion to authorize the Grand Rapids Police Department to accept \$7346.27 from the FY2024 Patrick Leahy Bulletproof vest Program and to adopt a resolution accepting the same.

PREPARED BY: Captain Jeremy Nelson

BACKGROUND:

Created by the Bulletproof Vest Partnership Grant Act of 1998, the Patrick Leahy Bulletproof Vest Partnership (BVP) Program, administered by the Bureau of Justice Assistance (BJA), reimburses states, units of local government, and federally recognized Indian tribes for up to 50 percent of the cost of body armor vests purchased for law enforcement officers.

After the initial purchase of for new officers, bulletproof vests are replaced every five years. The cost of the vests are reimbursed, half by the BVP and half by the State of Minnesota.

The Grand Rapids Police Department has applied for and been awarded reimbursement by this program numerous times in the past 10 years. The amount each year varies depending on the number of vests due to be replaced.

For FY2024 the Grand Rapids Police Department has been granted \$7346.27 through the BVP. This will cover half of the cost of replacing 7 officers bulletproof vests and 2 new officer vests.

REQUESTED COUNCIL ACTION:

Make a motion to authorize the Grand Rapids to apply for and accept \$7346.27 from the FY2024 Patrick Leahy Bulletproof vest Program and to adopt a resolution accepting the same.

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

RESOLUTION NO. 25-

A RESOLUTION ACCEPTING A \$7,346.27 GRANT FROM THE PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP (BVP) PROGRAM, ADMINISTERED BY THE BUREAU OF JUSTICE ASSISTANCE (BJA) TO THE GRAND RAPIDS POLICE DEPARTMENT TOWARDS THE PURCHASE OF BULLETPROOF VESTS

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

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

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

- The Bureau of Justice Assistance (BJA) has granted the Grand Rapids Police Department a \$7,346.27 grant towards the purchase of 9 bulletproof vests.

Adopted this 10th day of March, 2025

Tasha Connelly, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10, 2025
AGENDA ITEM: Consider renewing the Personnel Dynamics Contract.
PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The contract with Personnel Dynamics, LLC has been increased due to worker's compensation costs, increased state and federal taxes, and unemployment. Attached please find a proposed updated Personnel Dynamics contract with updated language. The billing fee has increased 1%, or from 37% to 38%. A redlined copy of the contract is included in your packets.

REQUESTED COUNCIL ACTION:

Make a motion to approve the attached Personnel Dynamics, LLC contract, for staffing needs.



PERSONNEL
dynamics

This Staffing Agency Contract (the "Contract") is effective as of March 1, 2025, by and between:

Staffing Agency: **Personnel Dynamics, LLC** (the "Agency") a corporation located at 604 NW 1st Ave, Grand Rapids, MN 55744 and

Client: **City of Grand Rapids**

located at: 420 N. Pokegama Ave, Grand Rapids, MN 55744

WHEREAS, Agency provides temporary and/or permanent staffing services for various industries;

WHEREAS, Client is in need of such staffing services;

NOW, THEREFORE, the Parties agree as follows:

1. Rights, Duties, and Responsibilities.

- a) Beginning on March 1, 2025, Agency shall recruit, screen, interview, hire, and assign its employees ("Staff") to perform temporary and/or permanent employment in accordance with the terms and conditions set forth in this Contract.
- b) Client shall provide Agency with job descriptions, qualifications, and other relevant information for each position to be filled.
- c) Agency shall perform Minnesota Criminal background checks for all employees it selects for assignment to Client and will not assign unqualified personnel.
- d) Agency, as the common law employer of assigned Staff, will pay wages and provide benefits offered by Agency. Agency will withhold, and transmit payroll taxes; provide unemployment insurance, and workers' compensation benefits.
- e) Agency will comply with all federal, state, and local labor and employment laws, including, but not limited to, the Affordable Care Act and provisions applicable to the assigned employees of a staffing agency relating to minimum essential coverage and full-time employees. Client is free from indemnification under ACA.
- f) Agency has the right to inspect the work site and address performance issues and to enforce Agency's employment policies.
- g) Client will supervise Staff performing work and maintain control over business operations, products, services, and intellectual property.
- h) Client will provide Staff with a safe working environment and appropriate training and safety equipment necessary to avoid contact with hazardous substances or conditions.
- i) Client agrees not to change the Staff's assigned job duties without Agency's prior written consent.
- j) Client will exclude Staff from their benefit plans and avoid making offers or promises related to Staff's compensation or benefits.
- k) Client will report any injuries to Agency in a timely manner. Also, Client must submit information regarding any termination (including layoffs and voluntary quit) to the Agency.

2. Billing, Payment and Timecards. For services provided, Client agrees to pay Agency the fees specified below for the services rendered under this Contract.

a) For each temporary Staff assigned to Client, Agency agrees to charge:

Job Title: Fill-in Helper Library	Wage: \$18.50 + 38% =	Billing rate: \$25.53
Job Title: Office/Transcription	Wage: \$18.50 + 38% =	Billing rate: \$25.53
Job Title: Public Works/Maintenance	Wage: \$18.50 + 38% =	Billing rate: \$25.53

Client will be invoiced weekly. Payment is due upon receipt of the invoice. Unpaid balances 30 days or more from the date of the invoice shall accrue interest at a rate of 10%

b) If Client hires or engages any temporary Staff assigned by Staffing Agency as a direct employee or independent contractor within 90 days of the commencement of the Staff's assignment, Client agrees to pay Staffing Agency a buy-out fee:

- Direct Hire is equal to \$2000.00
- Contract buy-out after 30 working days is equal to \$1700.00.
- Contract buy-out at after 60 working days is equal to \$1200.00.
- Contract buy-out any time after 90 working days is no additional fee.

- c) Client shall reimburse Agency for any pre-approved out-of-pocket expenses incurred by Agency in connection with this Contract.
- d) Staff must submit a weekly record of hours. This record must be approved by Staff and Client representative. The verified hours must be submitted to Agency no later than start of business each Tuesday in order to be paid and billed on time.
- e) As employees of Agency, Staff are not entitled to premium pay for overtime, holidays, or weekends unless Client authorizes, directs, or allows Staff to work during premium work time, in which case, the cost of premium pay will be passed on to Client.
- f) Client is responsible for notifying Agency of any MN Sick and Safe Time used in order to keep employee records accurate and will be responsible for any MN Sick and Safe Time hours used.
- g) Client is responsible for informing Agency of all Staff injuries immediately.

3. Term and Termination. This Contract shall commence on March 1, 2025 and continue until terminated by either Party upon 10 days' written notice. Either Party may terminate this Contract immediately upon written 2/24/2025 notice to the other Party if the other Party breaches the terms of this Contract and fails to cure such breach within 10 days of receiving written notice of the breach.

4. Relationships of the Parties. Agency is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Agency shall have no authority over Client. The Staff provided by Agency shall be deemed employees or contractors of Agency, and Agency shall be solely responsible for their supervision, direction, compensation, and any required benefits.

5. Confidentiality. Both Parties agree to keep confidential non-public information received from the other Party during the course of this Contract.

6. Indemnification. Each Party shall hold harmless the other Party from all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to its breach of this Contract or any negligent or wrongful act or omission in connection with the performance of its obligations under this Contract.

7. General Provisions.

- a) This Contract contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.
- b) This Contract may be amended only in writing signed by both Parties.
- c) This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party.
- d) Any notices required or permitted to be given under this Contract shall be in writing and deemed given when personally delivered, to the Parties at their respective addresses set forth above or to such other address as a Party may designate by notice to the other Party.
- e) Any dispute arising from this Agreement shall be resolved through:
 - Court litigation. Disputes shall be resolved in the courts of the State of Minnesota.
 - If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.
 - Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
 - Mediation.
 - Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- f) This Contract shall be governed by the laws of the State of Minnesota.
- g) If any provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- h) The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver of such provision or any other provision, nor shall it affect the right of such Party thereafter to enforce such provision or any other provision.

IN WITNESS WHEREOF, the Parties have executed this Staffing Agency Contract as of the Effective Date.

Personnel Dynamics, LLC
Staffing Agency
Name

Kyla Ward
Staffing Agency Representative
Signature

Kyla Ward – Owner
Staffing Agency Representative
Name and Title

Client
Name

Client Representative
Signature

Client Representative
Name and Title



This Staffing Agency Contract (the "Contract") is effective as of ~~November 12, 2024~~, by and between:

Staffing Agency: **Personnel Dynamics, LLC** (the "Agency") a corporation located at 604 NW 1st Ave, Grand Rapids, MN 55744 and

Client: **City of Grand Rapids** ("Client")

located at 420 N. Pokegama Ave, Grand Rapids, MN 55744.

WHEREAS, Agency provides temporary and/or permanent staffing services for various industries;

WHEREAS, Client is in need of such staffing services;

NOW, THEREFORE, the Parties agree as follows:

1. Rights, Duties, and Responsibilities.

- a) Beginning on ~~November 12, 2024~~, Agency shall recruit, screen, interview, hire, and assign its employees ("Staff") to perform temporary and/or permanent employment in accordance with the terms and conditions set forth in this Contract.
- b) Client shall provide Agency with job descriptions, qualifications, and other relevant information for each position to be filled.
- c) Agency shall perform Minnesota Criminal background checks for all employees it selects for assignment to Client and will not assign unqualified personnel.
- d) Agency, as the common law employer of assigned Staff, will pay wages and provide benefits offered by Agency. Agency will withhold, and transmit payroll taxes; provide unemployment insurance, and workers' compensation benefits.
- e) Agency will comply with all federal, state, and local labor and employment laws, including, but not limited to, the Affordable Care Act and provisions applicable to the assigned employees of a staffing agency relating to minimum essential coverage and full-time employees. Client is free from indemnification under ACA.
- f) Agency has the right to inspect the work site and address performance issues and to enforce Agency's employment policies.
- g) Client will supervise Staff performing work and maintain control over business operations, products, services, and intellectual property.
- h) Client will provide Staff with a safe working environment and appropriate training and safety equipment necessary to avoid contact with hazardous substances or conditions.
- i) Client agrees not to change the Staff's assigned job duties without Agency's prior written consent.
- j) Client will exclude Staff from their benefit plans and avoid making offers or promises related to Staff's compensation or benefits.
- k) Client will report any injuries to Agency in a timely manner. Also, Client must submit information regarding any termination (including layoffs and voluntary quit) to the Agency.

2. Billing, Payment and Timecards. For services provided, Client agrees to pay Agency the fees specified below for the services rendered under this Contract.

a) For each temporary Staff assigned to Client, Agency agrees to charge:

Job Title: Fill-In Helper at Library	Wage: \$18.50 + 37% = Billing rate: \$25.35
Job Title: Office/Transcription	Wage: \$18.50 + 37% = Billing rate: \$25.35
Job Title: Public Works/Maintenance	Wage: \$18.50 + 37% = Billing rate: \$25.35

Additional positions may be added, as necessary, at the discretion of the Client, and will be discussed with the Staffing Agency prior to adding the position.

b) If Client hires or engages any temporary Staff assigned by Staffing Agency as a direct employee or independent contractor within 90 days of the commencement of the Staff's assignment, Client agrees to pay Staffing Agency a buy-out fee:

- Direct Hire is equal to \$2000.00
- Contract buy-out after 30 working days is equal to \$1700.00.
- Contract buy-out at after 60 working days is equal to \$1200.00.
- Contract buy-out any time after 90 working days is no additional fee.

- c) Client shall reimburse Agency for any pre-approved out-of-pocket expenses incurred by Agency in connection with this Contract.
- d) Staff must submit a weekly record of hours. This record must be approved by Staff and Client representative. The verified hours must be submitted to Agency no later than start of business each Tuesday in order to be paid and billed on time.
- e) As employees of Agency, Staff are not entitled to premium pay for overtime, holidays, or weekends unless Client authorizes, directs, or allows Staff to work during premium work time, in which case, the cost of premium pay will be passed on to Client.
- f) Client is responsible for notifying Agency of any MN Sick and Safe Time used in order to keep employee records accurate and will be responsible for any MN Sick and Safe Time hours used.
- g) Client is responsible for informing Agency of all Staff injuries immediately.
- h) If Client contacts a referral from us for a direct hire position within 1 year (365 days) of that referral, an invoice for the amount of Direct Hire above will be submitted for payment.

3. Term and Termination. This Contract shall commence on ~~November 12, 2024~~ and continue until terminated by either Party upon 10 days' written notice. Either Party may terminate this Contract immediately upon written notice to the other Party if the other Party breaches the terms of this Contract and fails to cure such breach within 10 days of receiving written notice of the breach.

4. Relationships of the Parties. Agency is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Agency shall have no authority over Client. The Staff provided by Agency shall be deemed employees or contractors of Agency, and Agency shall be solely responsible for their supervision, direction, compensation, and any required benefits.

5. Confidentiality. Both Parties agree to keep confidential non-public information received from the other Party during the course of this Contract.

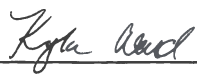
6. Indemnification. Each Party shall hold harmless the other Party from all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to its breach of this Contract or any negligent or wrongful act or omission in connection with the performance of its obligations under this Contract.

7. General Provisions.

- a) This Contract contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.
- b) This Contract may be amended only in writing signed by both Parties.
- c) This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party.
- d) Any notices required or permitted to be given under this Contract shall be in writing and deemed given when personally delivered, to the Parties at their respective addresses set forth above or to such other address as a Party may designate by notice to the other Party.
- e) Any dispute arising from this Agreement shall be resolved through:
 - Court litigation. Disputes shall be resolved in the courts of the State of Minnesota.
 - If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.
 - Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
 - Mediation.
 - Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- f) This Contract shall be governed by the laws of the State of Minnesota.
- g) If any provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- h) The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver of such provision or any other provision, nor shall it affect the right of such Party thereafter to enforce such provision or any other provision.

IN WITNESS WHEREOF, the Parties have executed this Staffing Agency Contract as of the Effective Date.

Personnel Dynamics, LLC
Staffing Agency
Name


Staffing Agency Representative
Signature

Kyla Ward – Owner
Staffing Agency Representative
Name and Title

City of Grand Rapids
Client
Name


Tasha L. Connelly (Nov 28, 2024 07:30 CST)
Client Representative
Signature

Tasha Connelly, Mayor
Client Representative
Name and Title



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10, 2025

AGENDA ITEM: Consider appointment of Kris Curnow to the Library Public Services Clerk I position with the Grand Rapids Area Library.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Human Resources received authorization to post, interview, and hire for the open Library Public Services Clerk I position. The position was posted in mid-January. The City received 31 applications and three (3) of the applicants were interviewed.

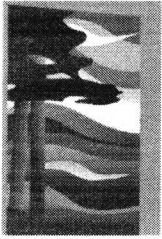
The hiring committee, consisting of Director of Library Services Will Richter, Assistant Library Director Amy Dettmer, and myself, are recommending the appointment of Kris Curnow to the position of Library Public Services Clerk I with the Grand Rapids Area Library.

Kris Curnow currently works as an Operations Manager within the financial industry. We were fortunate she came across our job posting, as she has always had an interest in working at a library. She enjoys community, patrons, books, music, movies, and even checking out cake pans. Kris brings interpersonal skills that relate to both coworkers and clients. She is proficient in written and verbal communication, understands the importance of detailed record-keeping, maintaining schedules, and collaborating. Kris will be a great fit for the Grand Rapids Area Library and library patrons.

This part-time position is represented by AFSCME Local No. 3456A. The part-time Library Public Service Clerk I has a starting hourly wage of \$20.67 per hour and will work 28 hours per week. Her tentative start date is May 1, 2025, subject to successful completion and passing of a background check and pre-employment drug screening.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Kris Curnow to the position of part-time Library Public Services Clerk I with the Grand Rapids Area Library, with a tentative starting date of May 1, 2025, with a starting hourly wage of \$20.67 per hour, for 28 hours per week, subject to successful completion and passing of all pre-employment conditions.



February 24, 2025

Mrs. Kris Curnow

[REDACTED]
[REDACTED]

Dear Kris,

Congratulations on your pending appointment to the part-time Library Public Services Clerk I position with the Grand Rapids Area Library! Following is an outline of the terms and conditions of your employment.

Conditions:

Your appointment will be presented to the City Council at their Monday, March 10, 2025, meeting, and will be subject to a successful completion and passing of a background check, pre-employment drug screening and City Council appointment.

- Please sign and return the Background Check Authorization and Authorization for Driver's License Check forms to me. Please also provide a copy of your current driver's license and social security card. You may drop the driver's license and social security card off at your convenience
- Between now and mid-April, please stop by Northern Drug Screening located at 111 NE 10th Avenue in Grand Rapids, MN, for a pre-employment drug screening. They are open Monday through Friday from 8:00 a.m. to 4:00 p.m. Please let them know you need a pre-employment drug screening for the City of Grand Rapids.

Terms:

Start Date: Your first date of part-time employment will be Thursday, May 1, 2025, subject to the successful completion and passing of the pre-employment conditions listed above. Your start time will be determined at a later date.

Compensation: Your wage for part-time employment will be \$20.67 per hour.

Schedule: This position is scheduled to work four to five days per week; 28 hours per week.

Representation: AFSCME.


Kris Curnow
February 24, 2025
Page Two

Benefits: Flexible Time Off (pro-rated)
 Extended Medical Benefit (pro-rated)
 Life Insurance (\$10,000.00)
 Public Employees Retirement Association (PERA)


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

If I can be of any assistance, feel free to call me at (218) 326-7606.

Please sign below to indicate agreement with the terms and conditions of employment. Please return a signed copy of this form to me no later than Friday, February 28, 2025, by noon.

 02/26/2025
Kris Curnow Date

Sincerely,


Chery Pierzina
Human Resources Officer

Enclosures

cc: Will Richter, Director of Library Services
Amy Dettmer, Assistant Library Director
Personnel File
Payroll



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

Employment Application

An Equal Opportunity Employer

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

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

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

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

PERSONAL INFORMATION

NAME Last Curnow	First Kris	Middle A.	POSITION APPLIED FOR: Library Public Services Clerk I (part-time)
[REDACTED]			TODAY'S DATE: 01/30/25 DATE AVAILABLE TO WORK: 05/01/25
			STATUS DESIRED: <input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Seasonal
			EMAIL ADDRESS: [REDACTED]
Are you a U.S. citizen or do you have legal Authorization to work in the U.S.? Proof of age and/or eligibility to work may be requested.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Do you have a valid driver's license? (For driving positions only)
Will your continued employment require employer sponsorship?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are you <u>under</u> 18 years of age?
			YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>

EDUCATIONAL INFORMATION

School Name, City and State		Major Area of Study
High School: Pensacola Christian School	Diploma <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO GED <input type="checkbox"/> YES <input type="checkbox"/> NO	
College: Pensacola Junior College Pensacola, FL	Degree Completed: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	Accounting
Graduate School:	Degree Completed: <input type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	
Technical or Vocational Programs:	(indicate type of certificate earned)	

List any other courses, seminars, workshops, or training you have that may provide you with skills related to this position:

Throughout my working life, I've attended several client service seminars and broker-dealer conferences that have enabled me to develop exceptional customer service skills and efficient operational processes.

List any current licenses or certificates you possess which may be related to this position:

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

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION			
EMPLOYER Bottoms Financial	DATES EMPLOYED		JOB TITLE: Operations Manager
	FROM	TO	
[REDACTED]	06/09	04/25	NAME OF LAST SUPERVISOR: OJ Bottoms
	DESCRIBE YOUR WORK IN THIS JOB: - Provide high-level client service and manage new business implementation - Supervise additional support staff - Complete all bookkeeping tasks and payroll functions, including commission tracking - Maintain firm's compliance as mandated by broker-dealer and state of Minnesota - Perform all duties related to client group benefit plans, including medical and 401(k) - Maintain advisor's licensing and continuing education records		
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: [REDACTED]			

PREVIOUS EMPLOYMENT INFORMATION			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER Wieser Educational	DATES EMPLOYED		JOB TITLE: Customer Service Manager
	FROM	TO	
ADDRESS [REDACTED]	05/91	05/05	NAME OF LAST SUPERVISOR: Chuck Wieser
CITY, STATE, ZIP [REDACTED]	DESCRIBE YOUR WORK IN THIS JOB: - Hired and supervised Customer Service department employees - Initiated and controlled procedures to improve order entry accuracy - Effectively handled escalated customer service issues and negotiated solutions - Participated in planning and implementing yearly marketing campaigns		
TELEPHONE Area Code + Number [REDACTED]			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: [REDACTED]			

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

PREVIOUS EMPLOYMENT INFORMATION CONTINUED			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER	DATES EMPLOYED		JOB TITLE:
	FROM	TO	
ADDRESS			NAME OF LAST SUPERVISOR:
CITY, STATE, ZIP	DESCRIBE YOUR WORK IN THIS JOB:		
TELEPHONE Area Code + Number			
May we contact this employer? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING:			

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

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

UNPAID EXPERIENCE

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

MILITARY EXPERIENCE

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

Describe your duties:

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

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

AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING

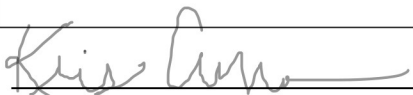
I certify that all information I have provided in this application for employment is true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume or any other materials, or during any interviews, can be justification for refusal of employment,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

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

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

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

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


Signature

01/30/2025
Date

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10, 2025
AGENDA ITEM: Consider request to hire a paid summer business intern for City Hall.
PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Human Resources would like to request authorization to post, interview, and hire a paid summer business intern, from approximately May 15, 2025 through August 31, 2025.

The summer business intern program offers an up to 14-weeks paid internship opportunity with the City of Grand Rapids. The internship program is a combination of mentoring, learning activities, and project work designed to give broad exposure in local government, business and accounting. The assignment will consist of projects that provide a practical and challenging business experience.

The rate of pay for the summer business intern is \$18.00 per hour and the intern will work up to 40 hours per week for the various departments within City Hall.

The 2025 budget does support this position.

REQUESTED COUNCIL ACTION:

Make a motion to authorize Human Resources to post, interview and hire a paid summer business intern, beginning approximately May 15, 2025, through August 31, 2025, with a rate of pay of \$18.00 per hour, for up to 40 hours per week.

Internship Posting Form – City of Grand Rapids

Contact Information:

Organization/Company Name: City of Grand Rapids

Contact: Chery Pierzina (Human Resources Officer)

Email: cpierzina@grandrapidsmn.gov

Phone: (218) 326-7606

Address: 420 N Pokegama Avenue, Grand Rapids, MN 55744

Internship Information:

Internship Title: **Business Intern**

Start Date/End Date: May 15, 2025, through August 31, 2025 (Dates are flexible); Part-time in the fall if scheduling allows.

Desired Majors and or fields of study: Government, Local Government, Business, Accounting, Community Development, Human Resources.

Special Requirements: Excellent organizational skills, ability to work independently, interest in local government, business, and accounting. Willingness to work in a team environment, flexibility, desire to work on varying projects.

Detailed Job Description: The summer intern program offers an up to 14-weeks paid internship opportunity with the City of Grand Rapids. The internship program is a combination of mentoring, learning activities, and project work designed to give broad exposure in local government, business and accounting. The assignment will consist of projects that provide a practical and challenging business experience.

Compensation:

The internship will consist of up to 40 hours per week and the compensation shall be \$18.00 per hour.

Applicants must be minimally 16 years of age at the time of hire.

Note: The hours per week can be flexible and tailored towards the intern. We want to see our interns have a great experience.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10, 2025

AGENDA ITEM: Consider accepting the resignation from Robert Sanders from his position as part-time Security Officer.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Robert Sanders has submitted a notice of resignation from his position as part-time Security Officer, with an effective last day of employment being March 6, 2025.

In his resignation letter, Rob thanked everyone at GRPD for the knowledge and support. He's currently working full-time elsewhere and now feels he has the confidence to further his career in law enforcement.

Because of this resignation, we have an open part-time Security Officer position. We currently do have one additional part-time Security Officer position posted at this time. We are requesting authorization for Human Resources to begin the process of posting, interviewing, and hiring for the open position of part-time Security Officer, by using the applications received from our current posting.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation from Roberts Sanders from his position as part-time Security Officer effective March 6, 2025, and authorize Human Resources to begin the process of posting, interviewing, and hiring for the open position of part-time Security Officer, by using the applications received from our current posting.

From: [Kevin Ott](#)
To: [Andy Morgan](#); [Chery Pierzina](#)
Subject: Fw: Notice
Date: Friday, February 21, 2025 9:00:05 AM

From: Robert Sanders <rtsanders22.rs@gmail.com>
Sent: Thursday, February 20, 2025 8:14 PM
To: Kevin Ott <kott@grandrapidsmn.gov>
Subject: Notice

Good evening, Kevin.

I want to inform you that I will be putting in my two- week notice for GRPD hospital security position. With being full time where I live now and not able pick up any shifts or make it to the annual meetings or training, it's better to not hold a spot. My last official day will be March 6, 2025. I want thank you and everyone at GRPD for the knowledge and support you have given me. It has given me the confidence to further my career in law enforcement. Let me know if you have any questions or concerns.

Robert Sanders

Kevin Ott | Police Captain

Grand Rapids Police Department
kott@grandrapidsmn.gov
cityofgrandrapidsmn.com
Office: 218-326-3464 • Fax: 218-326-7610

420 North Pokegama Avenue • Grand Rapids • MN • 55744-2662



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 03/10/2025

AGENDA ITEM: Considering authorizing Fire Department staff to apply for a HMEP grant from the Minnesota Department of Public Safety.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

The Grand Rapids Fire Department has the opportunity to apply for a grant for our Hazardous Material Chemical Response team to be used for training and educational purposes. This grant will be used to send staff to the MN Cold Zone 2025 Conference, Hazmat Technician classes for new fire fighters as well as a Hazmat Tech refresher class for our whole department. Total grant allocation (award + match) would be \$59,500 and our grant match required is \$3,500 which is accounted for within the Hazmat Contractor compensation team budget and not out of the Fire Budget.

REQUESTED COUNCIL ACTION:

Make a motion to authorize staff to apply for a HMEP grant from the Department of Public Safety to be used for Hazmat training for a total of \$59,500 with a grant match of \$3,500 to be paid out of our Hazmat Contractor compensation fund with no impact to our fire operating budget.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10, 2024

AGENDA ITEM: Consider approving the disposal of forfeited ATV at auction

PREPARED BY: Captain Jeremy Nelson

BACKGROUND:

In 2018 the Grand Rapids Police Department forfeited a 2005 Artic Cat 650 ATV, VIN # 4UF05ATV65T230333 from an impaired driving case.

After the forfeiture was completed through the court, the Grand Rapids Police Department kept the ATV for departmental use at special events, such as the fair and Tall Timber Days Parade.

The Police Department no longer has a use for the ATV and is wishing to dispose of it at auction.

The minimal proceeds from the sale will be divided between the Police Department forfeiture fund, the County Attorney's Office, and the State, per state statute for forfeited vehicles.

REQUESTED COUNCIL ACTION:

Make a motion to approve the sale of forfeited ATV at auction.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10, 2025

AGENDA ITEM: Consider approving letters of support for Itasca County and Grand Itasca Clinic & Hospital

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Grand Itasca Clinic & Hospital and Itasca County have requested the attached letters of support. Grand Itasca's project is related to expanding the emergency room with federal delegated funding. Itasca County's is planning money from the MPCA to improve the reuse of demolition materials.

REQUESTED COUNCIL ACTION:

Make a motion approving letters of support for Itasca County and Grand Itasca Clinic & Hospital.



March 10, 2025

Katie Benes
 Environmental Services Director
 Itasca County
 123 NE 4th Street
 Grand Rapids, MN 55744

Re: Letter of Support

Dear Katie,

I'm writing this letter in regard to Itasca County's development and submission of an application to the MPCA's Construction and Demolition (C&D) Management Planning Grants Request for Proposal. It's my understanding that Itasca County is requesting a grant that will be used to develop a comprehensive C&D management plan for the region. Furthermore, it's my understanding that a key purpose of this plan is to lay the groundwork for an innovative network of infrastructure and partners, all focused on creating new efficiencies in the management of C&D waste in the region.

The City of Grand Rapids serves as the Itasca County seat. With a population of approximately 11,500 it serves more than 45,000 people on a daily basis.

A Climate Action Plan was adopted by the city council in the Fall of 2024. Goal 4 of the plan is *Waste: Finding new ways to recycle and reuse*. The proposed actions are:

- The City of Grand Rapids supports a garbage hauling contract that reflects the goal of climate resiliency by reducing transportation costs, recycling all materials, and providing composting of organics.
- The City of Grand Rapids supports converting the existing Keewatin facility to a municipal solid waste facility. The city further supports development of ancillary businesses at the site, including recycling of a full range of products.

Because of our pressing need to develop new strategies for C&D waste management, the City of Grand Rapids is committed to participating in Itasca County's proposed C&D planning project. To support this effort, our staff will engage with the project consultant and other stakeholders to provide related insight, feedback, and ideas.

We look forward to working with Itasca County on improving our recycling and environment.

Sincerely,

Tasha Connelly
Mayor



March 10, 2025

The Honorable Senator Amy Klobuchar
425 Dirksen Senate Office Building
Washington, DC 20510

The Honorable Senator Tina Smith
720 Hart Senate Office Building
Washington, DC 20510

Dear Senators Klobuch and Smith,

Kindly accept this letter as documentation of the City of Grand Rapids' support for Grand Itasca Clinic & Hospital's congressionally-directed spending request to fund expansion and improvement of its Emergency Department (ED).

Grand Itasca Clinic & Hospital, part of Fairview Health Services, is a valuable community partner, providing care to our residents through all stages of life. Personalized care is the hallmark of the healthcare system.

Grand Rapids is a growing community with significant increases in area employment expected over the next few years. It is essential that the Grand Itasca Clinic & Hospital expand to meet the growing health needs of our community and be prepared to provide care well into the future.

The City of Grand Rapids wholeheartedly supports Grand Itasca Clinic & Hospital's application for congressionally-directed spending request to fund expansion and improvement of its Emergency Department.

Sincerely,

Tasha Connelly
Mayor



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10, 2025

AGENDA ITEM: Consider accepting the resignation of Jessi Bloom from the Human Rights Commission and authorize filling the vacancy.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Jessi Bloom was appointed to the Human Rights Commission in December 2024 to fill and unexpired term. Ms. Bloom has submitted her resignation from the commission, dated February 27, 2025. Staff recommend accepting the resignation and authorize advertising to fill the vacancy.

REQUESTED COUNCIL ACTION:

Make a motion to accept resignation of Jessi Bloom from the Human Rights Commission and authorize staff to begin the process of filling the vacancy.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10th, 2025

AGENDA ITEM: Consider approving an agreement with SEH for the Vehicle Gate Replacement Project

PREPARED BY: Matt Wegwerth

BACKGROUND:

The two existing vehicle gates are in poor condition and need to be replaced. The attached proposal covers final design, plans/specifications, bidding and project management.

The project will be funded on a 95% Federal, 5% State and 5% Local share and is a budgeted project for 2025.

REQUESTED COUNCIL ACTION:

Make a motion approving an agreement with SEH for the Vehicle Gate Replacement Project

ARCHITECT/ENGINEER AGREEMENT
Between

City of Grand Rapids, Minnesota

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Grand Rapids, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Grand Rapids/Itasca County Airport, entitled:

2025 Vehicle Gate Replacement

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A1 and A2, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B1 and B2 and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B1 and B2.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B1 and B2. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B1 and B2.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
 - 1) Travel and subsistence.
 - 2) Computer services.
 - 3) Outside professional and technical services.
 - 4) Identifiable reproduction and reprographic charges.
 - 5) Expendable field supplies and special field equipment rental.
 - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B1 and B2. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

- 3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT’S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT’S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT’S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER’S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days’ written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days’ written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
 - 1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A1 and A2), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A1 and A2.
4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A1 and A2, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A1 and A2) as OWNER may require to ascertain that Contractor (s) are complying with any

law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
 12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
 13. Provide other services, materials, or data as may be set forth in ATTACHMENT A1 and A2.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A1 and A2, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which

CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

Matt Wegwerth
Public Works Director/City Engineer
420 North Pokegama Ave.
Grand Rapids, MN 55744

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City of Grand Rapids, MN

OWNER

Short Elliott Hendrickson Inc.

CONSULTANT

By _____

By  _____

Attest _____

Attachments: A, B, C

ATTACHMENT A
Grand Rapids-Itasca County Airport (GPZ)
2025 Vehicle Gate Replacement
Scope of Work
Schedule A
(Final Design, Plans and Specifications, and Bidding Documents)

PROJECT SCOPE:

This project consists of the replacement or rehabilitation of the existing powered vehicular gates serving the Grand Rapids-Itasca County Airport. There are two gates included in this project, as shown in the below sketch. The gates and their components have exceeded their useful life, thereby posing ongoing maintenance challenges for the airport. The components evaluated for replacement on each gate will include the gate itself, drive rail, operator, entry system, lighting, photo eyes, vehicle detecting loops, among others. New gate infrastructure will provide an improved experience for airport users, as well as reduced maintenance expenses to the airport.



SCOPE OF SERVICES:

Services to be provided include program coordination, project formulation, Engineer's Design Report, final design, bidding services, subcontractor coordination, and project management. Deliverables will include an Engineer's Design Report, final plans and specifications, and bidding documents for a 2025 construction project. (Construction observation, administration services, and closeout report are not included in this scope. It is anticipated that this design contract and construction will be included in one single FAA grant. If the construction is not included in the same grant as design, this scope will require amendment to include a closeout report)

Specific tasks to be performed by the Consultant are as follows:

1. Scoping, Review and Project Coordination: This task includes project scoping and contract preparation, including review and coordination with the airport sponsor, MnDOT, FAA, and other regulatory agencies. SEH will update scope, as needed, based on input received.
2. Project Formulation: SEH will prepare the project and grant pre-application, cost breakdowns and eligibility determinations. The required categorical exclusion (CATEX) documentation and letter will also be prepared and submitted to the FAA for approval.
3. Engineer's Design Report (EDR): An Engineer's Design Report will be completed per FAA requirements. A draft of the EDR will be completed and sent to the FAA for the 90% review and comments. Comments provided by the FAA will be addressed and the report will be resubmitted as the final EDR.
4. Construction Safety Plan/Airspace Analysis: A construction safety and phasing plan will be prepared for the Project and submitted to the FAA. A safety plan and compliance document form and an airspace analysis during construction will be submitted with the safety plan.
5. Detailed Design: Detailed design will include the vehicular gates, electrical service, components, entry system, and other gate accessories.
6. Construction Plans: SEH will prepare construction drawings consisting of approximately the following plan sheets:
 - Title sheet
 - Construction Safety Plan
 - Construction Phasing Plan
 - Statement of Estimated Quantities
 - Details and Construction Notes
 - Demolition Plan
 - Gate Site Plans
 - Electrical/Utility Plan
 - Gate Details
 - Electrical Details
 - Details, Standard Plates, Construction Notes
7. Quantity Calculations and Cost Estimates: Quantities will be calculated for use on the bid form and for updating the construction cost estimates.
8. Construction Bidding Documents: SEH will prepare a bid proposal project manual consisting of advertisement for bids, table of contents, MnDOT / FAA requirements, proposal documents, specifications, special provisions, wage rates and schedule of prices.
9. Quality Control Review: SEH will provide quality control review and final review of the plans and specifications. QA/QC includes the time required by the Consultant for the overall administration of the project, including internal meetings; quality control and assurance; reviews; and coordination with the Owner, FAA, MnDOT, and other regulatory agencies and utilities.

10. Bidding and Award: As part of bidding and award, SEH will respond to questions from prospective bidders and issue addenda as needed. Assist the sponsor with obtaining construction bids for project, including arranging for bid advertisement, attending virtual bid opening, and tabulating bid results. SEH will provide a recommendation of award of contractor to the Sponsor and assist with requesting an FAA and State grant for the project.
11. Subcontractor Coordination: This task will include scheduling, coordination, project site escorting, and review of subcontractor deliverables, including subcontracts, reports, and design data.
12. Project Management: Project management will include overall administration of the project, monthly project invoicing, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.

Sub-consultants performing work under this proposal include the following:

1. Barr Engineering Electrical circuitry and component design will be performed by Barr Engineering, of Minneapolis, Minnesota.

ESTIMATED FEES AND EXPENSES
ATTACHMENT B
2025 Vehicle Gate Replacement
FINAL DESIGN, PLANS, AND SPECIFICATIONS
GRAND RAPIDS-ITASCA COUNTY AIRPORT

Task No.	Task Description	Project Manager	Project Engineer	Airport Planner	Senior Technician	Administrative Assistant
1.	Scoping, Review, and Project Coordination	1	1	1		1
2.	Project Formulation	1	1	4		
3.	Engineer's Design Report (EDR)	1	8			
4.	Construction Safety Plan/Airspace Analysis	1	4	2	4	
5.	Detailed Design	2	10		4	
6.	Construction Plans	2	60		20	
7.	Quantity Calculations and Cost Estimates	2	4		1	
8.	Construction Bidding Documents	4	6		1	4
9.	Quality Control Review	4		1		2
10.	Bidding and Award	1	4			
11.	Subcontractor Coordination	1	2			1
12.	Project Management	4		2		2
Total Hours per Labor Category		24	100	10	30	10

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	24	\$81.40	\$1,953.60
Project Engineer	100	\$43.88	\$4,388.00
Airport Planner	10	\$39.10	\$391.00
Senior Technician	30	\$48.13	\$1,443.90
Administrative Assistant	10	\$35.44	\$354.40
Total Direct Labor Costs:	174		\$8,530.90
Direct Salary Costs plus Overhead			\$16,208.71
Total Labor Costs			\$24,739.61

Fixed Fee on Labor Costs (15%)**\$3,710.94****ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	250	\$0.70	\$175.00
Equipment Usage - Computer Charge	174	\$5.55	\$965.70
Electrical Engineering (Barr)	1	\$8,400.00	\$8,400.00
Reproductions / Miscellaneous	1	\$100.00	\$100.00
Total Expenses			\$9,640.70

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee

\$38,091.25**Estimated Total****\$38,100.00**

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

Item 14.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause in default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

- 1. Perform the services within the time specified in this contract or by Owner approved extension;
- 2. Make adequate progress so as to endanger satisfactory performance of the Project;
- 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

- 1. Defaults on its obligations under this Agreement;
- 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
- 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination act under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10th, 2025

AGENDA ITEM: Consider entering into agreements with Becher Hoppe for engineering services related to the Taxiway A project at the Grand Rapids-Itasca County Airport

PREPARED BY: Matt Wegwerth

BACKGROUND:

Due to the size of the Taxiway A reconstruction project, the FAA requires that an Independent Fee Estimate (IFE) be completed on the engineering design contracts for the proposed work. Currently, the project is split into two phases which creates the need for two separate IFE's.

Quotes were requested from two companies, and the summary of the bids is below:

Becher Hoppe

Taxiway A - Phase 1 (construction services) = \$4,050.00

Taxiway A - Phase 2 (design services) = \$4,050.00

HDR Engineering

Taxiway A – Phase 1 (construction services) = \$4,200.00

Taxiway A - Phase 2 (design services) = \$4,200.00

Staff recommending awarding the low bid to Becher Hoppe.

REQUESTED COUNCIL ACTION:

Make a motion entering into two agreements with Becher Hoppe for engineering services related to the Taxiway A project at the Grand Rapids-Itasca County Airport



330 N. 4th Street, Wausau, WI 54403-5417
715-845-8000 | becherhoppe.com

SERVICES AGREEMENT

March 3, 2025

Matt Wegwerth, Public Works Director / City Engineer
City of Grand Rapids
420 N. Pokegama Ave.
Grand Rapids, MN 55744

Via Email: mwegwerth@grandrapidsmn.gov

Project: IFE for Consultant Construction Administration Services
Taxiway A - Phase 1 Reconstruction (South Portion Between Taxiway A3 and A4)
Grand Rapids / Itasca County Airport, Grand Rapids, Minnesota

This is an Agreement for services between Becher-Hoppe Associates, Inc., Wausau, Wisconsin (Consultant) and the City of Grand Rapids, Minnesota (Client),

Scope of Services

Becher Hoppe will prepare an Independent Fee Estimate (IFE) for the project referenced above as follows:

1. Prepare an IFE for consultant construction administration services for the Taxiway A Reconstruction – Phase 1. This scope includes review of the consultant’s Scope of Services and preparing an estimate of labor effort and fee for those services. Subconsultant Scope of Services and reimbursable expenses will be included in the information provided by the Client.
2. Deliverables will be provided via email and will include a Transmittal Letter with an estimated consultant fee range, Consultant Scope of Services to be rendered, and a spreadsheet tabulating the estimated effort (hours) and cost by employee classification.

Completion Schedule

The timeline for IFE preparation and deliverables follows:

- April 1, 2025 (or sooner) – Sponsor to provide IFE materials to Becher Hoppe
- May 5, 2025 – Becher Hoppe provides IFE deliverables to Airport Sponsor
- May 5 to May 14, 2025 – Becher Hoppe responds to IFE questions as needed

Basis for Compensation

Compensation for our services shall be a lump fee of \$4,050.00.



Project Personnel

The Project Manager will be Randy Van Natta, P.E. who may be reached at telephone 715.571.8116, or email at rvannatta@becherhoppe.com. The secondary contact is Karl Kemper, P.E. at telephone 715.551.5507, or email at kkemper@becherhoppe.com.

Standard Consultant Provisions

Included as part of this Agreement are our Standard Terms and Conditions, which are hereby, made a part of this Agreement.

Acceptance

Return one signed copy to our office, email is acceptable. This agreement is valid for 30 days.

Signatures

<i>Karl Kemper</i>	President	March 3, 2025
Becher-Hoppe Associates, Inc. (Consultant)	Title	Date
City of Grand Rapids, Minnesota (Airport Sponsor)	Title	Date

1. STANDARD OF CARE. Becher Hoppe's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Becher Hoppe does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed Issued by Owner are void and not binding upon Becher Hoppe. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Becher Hoppe shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Becher Hoppe will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services of this Agreement, Becher Hoppe's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Becher Hoppe or any other party encounters a Hazardous Environmental Condition, Becher Hoppe may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Becher Hoppe specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Becher Hoppe employees) or property.

5. DELAYS. If performance of Becher Hoppe's Services is delayed through no fault of Becher Hoppe, Becher Hoppe shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Becher Hoppe for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Becher Hoppe may terminate this Agreement upon seven days written notice if: a) Becher Hoppe believes that Becher Hoppe is being requested by Owner to perform services contrary to law or Becher Hoppe's responsibilities as a licensed professional; or b) Becher Hoppe's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Becher Hoppe's performance of Services; or c) Owner has failed to pay any amount due and owing to

Becher Hoppe for a period of at least 60 days. Becher Hoppe shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Becher Hoppe is supplied for the general guidance of the Owner only. Since Becher Hoppe has no control over competitive bidding or market conditions, Becher Hoppe cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Becher Hoppe shall serve as Owner's professional representative for the Services and may make recommendations to Owner concerning actions relating to Owner's contractors. Becher Hoppe specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Becher Hoppe neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Becher Hoppe harmless from any claims resulting from performance of construction-related professional services by persons other than Becher Hoppe.

10. BETTERMENT. If any Item or component of the Project is required due to omission from the construction documents, Becher Hoppe's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Becher Hoppe will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Becher Hoppe will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability Insurance coverage in amounts in accordance with legal and Becher Hoppe's business requirements. Becher Hoppe shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Becher Hoppe's interests through appropriate property and Liability Insurance, and to require its construction contractor, if any, to include Becher Hoppe as an additional Insured on Contractor's policies relating to the Project. Becher Hoppe's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Becher Hoppe each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Becher Hoppe, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Becher Hoppe, its employees, agents, and representatives, and Becher Hoppe's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Becher Hoppe, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee, or agent of Becher Hoppe shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Becher Hoppe, Becher Hoppe's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Becher Hoppe waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Becher Hoppe in connection with this Agreement are instruments of service, and Becher Hoppe shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Becher Hoppe grants Owner a license to use instruments of Becher Hoppe's services for the purpose of constructing, occupying, or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Becher Hoppe for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Becher Hoppe from all claims, damages, and expenses (including reasonable and necessary defense costs), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Becher Hoppe. Files or information in electronic media are furnished by Becher Hoppe to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Becher Hoppe will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Becher Hoppe shall retain on file, for a period of ten years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Becher Hoppe shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written Instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Becher Hoppe. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Becher Hoppe, or, if no construction documents are prepared, one year after the submittal date of Becher Hoppe's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Becher Hoppe shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Becher Hoppe agree to negotiate any dispute between them in good faith for a period of 30 days following such notice, Owner and Becher Hoppe may mutually agree to submit any dispute to mediation or binding arbitration but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Rev. 04/22



330 N. 4th Street, Wausau, WI 54403-5417
715-845-8000 | becherhoppe.com

SERVICES AGREEMENT

March 3, 2025

Matt Wegwerth, Public Works Director / City Engineer
City of Grand Rapids
420 N. Pokegama Ave.
Grand Rapids, MN 55744

Via Email: mwegwerth@grandrapidsmn.gov

Project: IFE for Consultant Design Engineering Services
Taxiway A - Phase 2 Reconstruction (North Portion Between Taxiway A1 and A3)
Grand Rapids / Itasca County Airport, Grand Rapids, Minnesota

This is an Agreement for services between Becher-Hoppe Associates, Inc., Wausau, Wisconsin (Consultant) and the City of Grand Rapids, Minnesota (Client),

Scope of Services

Becher Hoppe will prepare an Independent Fee Estimate (IFE) for the project referenced above as follows:

1. Prepare an IFE for consultant design engineering services for the Taxiway A Reconstruction – Phase 2. This scope includes review of the consultant’s Scope of Services and preparing an estimate of labor effort and fee for those services. Subconsultant Scope of Services and reimbursable expenses will be included in the information provided by the Client.
2. Deliverables will be provided via email and will include a Transmittal Letter with an estimated consultant fee range, Consultant Scope of Services to be rendered, and a spreadsheet tabulating the estimated effort (hours) and cost by employee classification.

Completion Schedule

The timeline for IFE preparation and deliverables follows:

- o March 12, 2025 (or sooner) – Sponsor to provide IFE materials to Becher Hoppe
- o April 7, 2025 – Becher Hoppe provides IFE deliverables to Airport Sponsor
- o April 7 to April 16, 2025 – Becher Hoppe responds to IFE questions as needed

Basis for Compensation

Compensation for our services shall be a lump fee of \$4,050.00.



Project Personnel

The Project Manager will be Randy Van Natta, P.E. who may be reached at telephone 715.571.8116, or email at rvannatta@becherhoppe.com. The secondary contact is Karl Kemper, P.E. at telephone 715.551.5507, or email at kkemper@becherhoppe.com.

Standard Consultant Provisions

Included as part of this Agreement are our Standard Terms and Conditions, which are hereby, made a part of this Agreement.

Acceptance

Return one signed copy to our office, email is acceptable. This agreement is valid for 30 days.

Signatures

<i>Karl Kemper</i>	President	March 3, 2025
Becher-Hoppe Associates, Inc. (Consultant)	Title	Date
City of Grand Rapids, Minnesota (Airport Sponsor)	Title	Date

1. STANDARD OF CARE. Becher Hoppe's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Becher Hoppe does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed Issued by Owner are void and not binding upon Becher Hoppe. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Becher Hoppe shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Becher Hoppe will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services of this Agreement, Becher Hoppe's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Becher Hoppe or any other party encounters a Hazardous Environmental Condition, Becher Hoppe may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Becher Hoppe specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Becher Hoppe employees) or property.

5. DELAYS. If performance of Becher Hoppe's Services is delayed through no fault of Becher Hoppe, Becher Hoppe shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Becher Hoppe for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Becher Hoppe may terminate this Agreement upon seven days written notice if: a) Becher Hoppe believes that Becher Hoppe is being requested by Owner to perform services contrary to law or Becher Hoppe's responsibilities as a licensed professional; or b) Becher Hoppe's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Becher Hoppe's performance of Services; or c) Owner has failed to pay any amount due and owing to

Becher Hoppe for a period of at least 60 days. Becher Hoppe shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Becher Hoppe is supplied for the general guidance of the Owner only. Since Becher Hoppe has no control over competitive bidding or market conditions, Becher Hoppe cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Becher Hoppe shall serve as Owner's professional representative for the Services and may make recommendations to Owner concerning actions relating to Owner's contractors. Becher Hoppe specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Becher Hoppe neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Becher Hoppe harmless from any claims resulting from performance of construction-related professional services by persons other than Becher Hoppe.

10. BETTERMENT. If any Item or component of the Project is required due to omission from the construction documents, Becher Hoppe's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Becher Hoppe will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Becher Hoppe will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability Insurance coverage in amounts in accordance with legal and Becher Hoppe's business requirements. Becher Hoppe shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Becher Hoppe's interests through appropriate property and Liability Insurance, and to require its construction contractor, if any, to include Becher Hoppe as an additional Insured on Contractor's policies relating to the Project. Becher Hoppe's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Becher Hoppe each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Becher Hoppe, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Becher Hoppe, its employees, agents, and representatives, and Becher Hoppe's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Becher Hoppe, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee, or agent of Becher Hoppe shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Becher Hoppe, Becher Hoppe's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Becher Hoppe waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Becher Hoppe in connection with this Agreement are instruments of service, and Becher Hoppe shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Becher Hoppe grants Owner a license to use instruments of Becher Hoppe's services for the purpose of constructing, occupying, or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Becher Hoppe for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Becher Hoppe from all claims, damages, and expenses (including reasonable and necessary defense costs), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Becher Hoppe. Files or information in electronic media are furnished by Becher Hoppe to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Becher Hoppe will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Becher Hoppe shall retain on file, for a period of ten years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Becher Hoppe shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written Instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Becher Hoppe. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Becher Hoppe, or, if no construction documents are prepared, one year after the submittal date of Becher Hoppe's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Becher Hoppe shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Becher Hoppe agree to negotiate any dispute between them in good faith for a period of 30 days following such notice, Owner and Becher Hoppe may mutually agree to submit any dispute to mediation or binding arbitration but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Rev. 04/22

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this _____ day of _____, 20 25, between City of Grand Rapids, Minnesota (“OWNER”) with principal offices at 420 North Pokegama Ave, Grand Rapids, MN 55744, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Independent Fee Estimate for the Construction Phase Services for Taxiway A, Phase I Reconstruction at the Grand Rapids/Itasca County Airport (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of
- lump sum. The amount of the lump sum is Four Thousand Two Hundred Dollars (\$4,200.00).

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Grand Rapids, Minnesota
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: Jason L. Kjenstad

NAME: Jason Kjenstad

TITLE: Sr Vice President

ADDRESS: 101 S Phillips Ave, Ste 401
Sioux Falls, SD 57104

EXHIBIT A

SCOPE OF SERVICES

HDR will complete an Independent Fee Estimate (IFE) for the Construction Phase Services for the Taxiway A, Phase 1 Reconstruction at the Grand Rapids/Itasca County Airport.

Items not included in the Scope of Services:

- Field Review Visit – We are relying totally on the information provided to us
- Audit – Any services required to coordinate with city, MnDOT or FAA Audit.
- Post Review Report – any services beyond the delivery of the report required to explain differences between the initial cost estimate and the IFE are not included.

The basis of our IFE is the Scope of Services sent from your Engineering consultant and are attached to this agreement. HDR will prepare the IFE and return it to you on or before May 5, 2025.

We look forward to working with you on this project. Please contact me at 605.360.9864 or eric.hanson@hdrinc.com with any questions.

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable.

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this _____ day of _____, 20 25, between City of Grand Rapids, Minnesota (“OWNER”) with principal offices at 420 North Pokegama Ave, Grand Rapids, MN 55744, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Independent Fee Estimate for the Design Services for Taxiway A, Phase 2 Reconstruction at the Grand Rapids/Itasca County Airport (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of
- lump sum. The amount of the lump sum is Four Thousand Two Hundred Dollars (\$4,200.00).

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Grand Rapids, Minnesota
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: Jason L. Kjenstad

NAME: Jason Kjenstad

TITLE: Sr Vice President

ADDRESS: 101 S Phillips Ave, Ste 401
Sioux Falls, SD 57104

EXHIBIT A

SCOPE OF SERVICES

HDR will complete an Independent Fee Estimate (IFE) for the Design Services for Taxiway A, Phase 2 Reconstruction Reconstruction at the Grand Rapids/Itasca County Airport.

Items not included in the Scope of Services:

- Field Review Visit – We are relying totally on the information provided to us
- Audit – Any services required to coordinate with city, MnDOT or FAA Audit.
- Post Review Report – any services beyond the delivery of the report required to explain differences between the initial cost estimate and the IFE are not included.

The basis of our IFE is the Scope of Services sent from your Engineering consultant and are attached to this agreement. HDR will prepare the IFE and return it to you on or before April 7, 2025.

We look forward to working with you on this project. Please contact me at 605.360.9864 or eric.hanson@hdrinc.com with any questions.

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

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in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

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24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10, 2025

AGENDA ITEM: Consider adopting a resolution approving the updated City-Wide fee schedule for city services

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City of Grand Rapids periodically reviews fee schedules and updates as necessary. City staff has completed this review and adjusted fees listed for City Wide. The updated fee schedule is attached as Exhibit A to the resolution. Changes of note:

- Columbarium fees

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving the updated City-wide fee schedule for city services

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

RESOLUTION NO. 25-__

A RESOLUTION AMENDING THE GRAND RAPIDS CITY-WIDE FEE SCHEDULE FOR CITY SERVICES

WHEREAS, Minnesota Law establishes that all municipalities establish fees that are commensurate with service, and that they be fair, reasonable, and proportionate to the actual cost of the service for which the fee is imposed; and

WHEREAS, consistent with Minnesota Law, the Grand Rapids City Council establishes the rates to be applied, or charges for, specific areas of service, provided by the City, through the adoption and periodic amendment of a fee schedule; and

WHEREAS, from time to time, staff reviews the department fee schedule to ensure consistency with fees charged, for City services provided; and

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby amends the Grand Rapids' City Wide Fee Schedule for City Services as noted in "Exhibit A."

Adopted by the Council this 10th day of March, 2025.

Tasha Connelly, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

Councilmember _____ seconded the foregoing resolution and the following voted in favor thereof: _____ ; and the following voted against same: _____ ; whereby the resolution was declared duly passed and adopted.

DEPARTMENTAL FEE SCHEDULE FOR CITY SERVICES

Effective Date: 12/02/24

Item 16.

CITY WIDE FEES	
Photo copy – material provided by the person making request	\$1.00 1 st page - .10 cents each additional page
Data Charges: Hourly Rate (charged by ¼ hour) 911 Call Transcript Physical Copies - up to 100 pages Physical Copies - 101 pages or more CD/DVD	\$20.00 \$25.00/hour \$0.25/page \$0.10/page \$5.00/disk
Notary Service Certification Service 3.5" x 5" Photo Prints 8" x 12" Photo Prints	\$1.00 \$5.00/instance \$10.00 base plus \$0.25/photo \$10.00 base plus \$0.25/photo
ADMINISTRATION	
Amusements (theatre) Circus	\$75.00 per screen per year \$75.00 event
Fortune Telling	\$35.00 per day
Rollerskating License	\$200.00 per year
Intoxicating Liquor	
Private On-Sale	
Investigation Fee	\$150.00
Annual License Fee	\$2,500.00
Annual On-Sale Wine	\$550.00
Sunday On-Sale	\$200.00
Limited Season On-Sale	\$100.00 For licensees with service of less than thirty (30) days in a seasonal period less than six (6) months in duration.
Club On-Sale	
Club with under 200 members	\$300.00
201- 500 members	\$500.00
501- 1,000 members	\$650.00
1,001 – 2,000 members	\$800.00
More than 2,000	\$1,000.00
Sunday On-Sale	\$150.00
Private Off-Sale	\$150.00
Temporary On-Sale	\$20.00
Convention Facilities Transfer On-Sale	
City issued on-sale license	\$25.00

Adjacent municipality	\$100.00
Non-intoxicating malt liquor 3.2	
Annual on-sale	\$275.00
Annual off-sale	\$100.00
Temporary on-sale	\$25.00
Brewer Taprooms/Brewpubs	
Taproom/Brewpub Annual On-Sale	\$350.00 includes Sunday sales
Brewer Annual Off-sale (Growlers)	\$200.00
Synthetic Drug Establishments	\$600.00 annually
Sidewalk Café	\$25.00
Taxicabs	\$25.00 each vehicle
Fireworks	350.00 – tents, etc.) 100.00 – retail buildings (in store)
Peddlers, Solicitors and Transient Merchant (Resolution No. 06-110)	\$150.00 per year
Permit to keep Chickens	\$20.00 per year
Cannabis Retail Registration	
Initial Registration	\$500.00
Renewal Registration	\$1,000.00 (starting with second annual renewal)
Registration Violation	\$2,000.00 (operating without proper City registration)
AIRPORT	
Landing Fees	\$1.00 per 1,000 lbs
CENTRAL SCHOOL BUILDING	
Monthly Rental Fees	
Garden Level	\$Varies by Suite
1 st Floor	\$12.31 *
2 nd Floor	\$11.88 *
CIVIC CENTER	
Icetime	\$154.00/per hour
	\$75.00 per hour – Miner’s Pavilion (non-GRAHA)
Dryfloor space East Venue	\$700.00 per day – receptions/parties
	\$1,300.00 per day - commercial
	\$1,850.00 – Wedding Receptions
West Venue	\$600.00 per day – receptions/parties
	\$1,200.00 per day – commercial

Pavilion	Miner's	\$20.00 per hour – sports	Item 16.
		\$100.00 half day event	
		\$200.00 full day event	
Lobby space		\$30.00 per hour (minimum 2 hours)	
Tables		\$9.00 each	
Chairs		\$1.00 each	
Linens		TBD	
Staging		\$20.00 per 4' x 8' section	
Skate Sharpening		\$5.00	
Public Skating		\$2.00 children & seniors, \$3.00 adults	
Open Hockey		\$7.00	
Wall Advertising		\$600.00 per year	
In-Ice Advertising		\$1,250.00 per year	
Resurfacers Advertising		\$300 - \$1,500.00 per year	
Dasher Advertising		\$800.00 per year for 1, \$1,200.00 per year for 2	
Scoreboard Advertising		\$700.00 per year	
Banner Advertising		\$750.00 per year	
Wall Sign & 1 Dasher		\$1,200.00 per year	
Wall Sign & 2 Dashers		\$1,600.00 per year	
COMMUNITY DEVELOPMENT			
Building Permits			
\$1.00 - \$500.00		\$23.50 *	
\$501.00 - \$2,000.00		\$23.75 * for the first \$500.00 plus \$3.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	
\$2,001.00 - \$25,000.00		\$70.00 * for the first \$2,000.00 plus \$14.20* for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	
\$25,001.00 to \$50,000.00		\$391.65* for the first \$25,000.00 plus \$10.20* for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
\$50,001.00 to 4100,000.00		\$650.20* for the first \$50,000.00 plus \$7.10* for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
\$100,001.00 to \$500,000.00		\$1,003.70* for the first \$100,000.00 plus \$5.66* for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	
\$500,001.00 to \$1,000,000.00		\$3,266.10* for the first \$500,000.00 plus \$4.80* for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	
\$1,000,001.00 and up		\$5,664.85* for the first \$1,000,000.00 plus \$3.18* for each additional \$1,000.00 or fraction thereof	
		Projects valued at greater than \$5,000,000.00 the City may, at its own discretion, negotiate this component of the building permit fee with the project owner/developer.	

Annual building Permit (as per MN Rule 1300.0120, Subparts 2 and 3)	\$505.00*			
Plan Review Fee	65% of the Permit fee			
Plan Review Fee (Similar Plans)	25% of the Permit fee			
State Surcharge	(As per MN Statute 16B.70)			
Other Inspections and Fees:				
1. Outside of normal business hours	\$55.55/hour*			
2. Re-inspection fees	\$55.55/hour*			
3. Inspections for which no fee is specifically indicated	\$55.55/hour*			
4. Additional plan review required by changes, additions, or revisions to plans	\$55.55/hour*			
5. Investigation Fee	\$55.55/hour*			
6. Work commencing without building permit.	Investigative Fee/Double building permit fee. (as per MN Rule 1300.0160, Subpart 8).			
7. For use of outside consultants for plan checking and inspections or both.	Actual costs, including administrative and overhead			
8. Investigating and resolving Property Maintenance Code violations	\$55.55/hour*			
Flat fees for small Residential projects	Base Permit Fee	Plan Check Fee	State Surcharge Fee	Total Fee
Re-roofing	\$60.00		\$1.00	\$61.00
Garage Door	\$40.00		\$1.00	\$41.00
Siding Replacement	\$60.00		\$1.00	\$61.00
All Regulated Signs-requiring structural review.	\$57.88	\$37.62	\$1.00	\$96.50
Detached Steps/Deck over 30" high (non-enclosed)	\$40.30	\$26.20	\$1.00	\$67.50
Attached Steps/Deck (non-enclosed)	\$79.70	\$51.80	\$1.00	\$132.50
Covered porch (non-enclosed)	\$113.03	\$73.47	\$1.00	\$186.50
Fence over 6 feet in height	\$57.88	\$37.62	\$1.00	\$96.50
Retaining Wall -Over 4 feet in height	\$57.88	\$37.62	\$1.00	\$67.50
Egress Windows (new)	\$40.30	\$26.20	\$1.00	\$67.50
Residential Window replacement	\$60.00		\$1.00	\$61.00
Furnace-Replacement	\$40.30	\$26.20	\$1.00	\$67.50
Water Heater/Softener	\$40.30	\$26.20	\$1.00	\$67.50
Replace sink, toilet, faucet, tub (minor repairs)	\$14.50		\$1.00	\$15.50
Residential & Commercial Demolitions	\$40.00*		\$1.00	\$41.00
Fireplaces -& free standing stoves (Gas or Wood)	\$54.85*	\$35.65	\$1.00	\$91.50
Emergency Number Sign	\$75.00 each			
Comprehensive Plan	\$15.15* each			

Comprehensive Plan Appendix	\$25.25* each	Item 16.
Zoning Letter	\$35.35* each	
Zoning Map	\$15.15*each	
Zoning Ordinance	\$30.30* each	
Subdivision Ordinance	\$5.05* each	
Zoning Permit (Residential)	\$55.55*	
Zoning Permit (Commercial)	\$65.65*/hour (actual cost)	
Fill Permit	\$75.75*	
Sign permit (for signs not requiring structural review)	\$55.55*	
Conditional Use Permit	\$505.00*	
Conditional Use Permit-General Sales and Service with a building footprint greater than 70,000 s.f. (Res. 07-35)	Total Actual Cost Incurred by the City (\$3,500 deposit required via escrow agreement)	
Environmental Assessment Worksheet preparation, review and processing	Total Actual Cost Incurred by the City (\$10,000 deposit required via escrow agreement)	
Subdivision	\$2,525.00*	
Minor Subdivision (Res: 13-71)	\$1,200.00	
Payment in Lieu of Commercial Land Dedication	\$135.00 per Worker	
Planned Unit Development	\$2,525.00*	
Rezoning or zoning Text Amendment	\$505.00*	
Variance	\$252.50*	
Right-of-Way/Easement	\$505.00*	

Rental Permit Fees (Annually)	
1 unit residential	\$100.00
Duplex residential (2 units)	\$150.00
Multi-Unit Residential Buildings	
3 – 6 units	\$200.00/building
7 – 10 units	\$300.00/building
11 – 12 units	\$360.00/building
13 – 24 units	\$500.00/building
25 units & up	\$700.00/building
Other fees charged when incurred:	
Re-inspection fee for 3 rd and each additional inspection require for compliance	\$100.00/each
Complaint-based inspection (with validated violation)	\$100.00/each
Late Rental Registration Penalty	\$100.00/each
Reinstatement Fee of Suspended Rental License	\$500.00/each
First-time Rental Registration Fee (Rental Initiation Fee)	\$400.00/each <i>Not including first year registration.</i>
Failure to Transfer Ownership of Penalty	\$100.00/each
Operating without a License Penalty	\$500.00/each
Appeal (Rate applies to each structure involved in the appeal.)	\$200.00/each
Failure to Designate a Local Manager	\$100.00/each
ENGINEERING DEPARTMENT	
Electrical Franchise Fee	Amount per Account per Month
Customer Classification	2025 2026
Residential	\$ 1.25 \$ 2.50
Commercial/Industrial (all customers)	2.50% 5.00%
Maximum amount per month	\$2,000.00 \$4,000.00
Right of Way Improvement permit	\$50.00
After-the-Fact ROW Permit	Two times original permit fee
Bench Pad	\$900.00
Small Wireless Facility Fees	
Permit Application Fee	\$1,000.00/unit (new structure); \$500 (existing structure)
Co-location Rent	\$175.00 per year per site
Monthly Fee for Electrical Service per radio node less than or equal to 100 max watts	\$73.00 per radio node
Monthly Fee for Electrical Service per radio node over 100 max watts	\$182.00 per radio node
Stormwater Permit Application	

Residential	\$25.00		
Commercial/Industrial (0 ac – 1 ac)	\$100.00		
Commercial/Industrial (1 ac – 3+ ac)	\$175.00		
Commercial/Industrial (3+ ac)	\$300.00		
Stormwater Pollution Prevention Deposit			
Residential	\$500.00		
Commercial/Industrial	\$1,000.00/\$100,000 or project cost		
Stormwater Utility Rates			
	As of 5/1/2024	As of 1/1/2025	As of 1/1/2026
Single-Family	\$9.25	\$9.75	\$10.25
Multi-Family	\$33.82	\$35.64	\$37.46
Commercial	\$51.78	\$54.58	\$57.38
Industrial	\$51.78	\$54.58	\$57.38
Institutional	\$45.92	\$48.41	\$50.89
City Map	\$10.00		
Prints:			
24/24	\$3.50 each		
24/36	\$5.00 each		
36x48	\$10.00		
Aerials contours (hard copies)	\$40.00 first copy - \$5.00 additional copy of same		
Aerial electronic photos (1 photo 160 acres)	\$150.00		
Aerial prints 8 ½ x 11 with property and utility	\$10.00 per parcel		
GIS Technician	\$32.47/Hour		
FINANCE DEPARTMENT			
Assessment Certificates	\$15.00		
Fax	\$2.00 first page (10¢ each additional page)		
Worthless Check	\$30.00		
FIRE DEPARTMENT			
Fire report	See City wide fees relative to photo copies		
Itasca Cty false alarm ordinance – 4 th false alarm and up	\$500.00		
Yearly Day Care/Foster Care	\$50.00		
Inspection fees	\$50.00		

Inspection Fees:
 First Fire Inspection
 Second Inspection only if violation isn't fixed or substantial progress is not made on violations
 Each additional inspection
 Complaint based inspections (considered a first inspection)
 Requested fire inspection
Storage of Flammable Liquids:
 Bulk storage of flammable liquids
 Bulk storage of liquefied petroleum (LP)
 Each station dispensing liquefied petroleum (LP)
 Above or underground fuel tank installation
 Underground tank removal
Hotel Inspection Fees:
 Base fire inspection fee (includes one follow-up inspection)
 • Up to 35 rooms
 • 36 to 100 rooms
 • 101 or more rooms
 Follow-up inspection fee (if more than one)

.00
\$125.00
\$100.00 increments up to \$500.00
.00
\$50.00/hour (\$50.00 minimum)
\$150.00/year
\$150.00/year
\$50.00/year
\$50.00
\$50.00
\$435.00
\$6.00/room
\$7.00/room
\$8.00/room
\$225.00

ITASCA CALVARY CEMETERY

Standard Grave	Resident	Non-Resident
Grave Site Purchase	\$350.00	\$600.00
Casket Burial		
Interment/Grave Excavation	\$600.00	\$600.00
Interment/Grave (after hours & Saturdays)	\$900.00	\$900.00
Interment (holidays & Sundays)	\$1,250.00	\$1,250.00
Disinterment	\$1,500.00	\$1,500.00
Re-Interment	\$600.00	\$600.00
Cremaains Burial		
Interment	\$150.00	\$150.00
Interment (after hours, weekends, holidays)	\$250.00	\$250.00
Disinterment	\$200.00	\$200.00
Infant Grave		
¼ Grave Site Purchase	\$190.00	\$310.00
Interment	\$170.00	\$170.00
Interment (after hours, weekends & holidays)	\$270.00	\$270.00
Disinterment	\$350.00	\$350.00

Stone Setting Fee		Item 16.
Single	\$75.00	\$75.00
Double	\$100.00	\$100.00
Forms	Single	Double
2" Border	\$100.00	\$150.00
4" Border	\$150.00	\$200.00
Military	VA Designates price	
Columbarium		
Upper Niche 12" x 12"	\$2,400.00	
Upper Niche 8" x 8"	\$1,200.00	
Lower Niche 12" x 12"	\$2,000.00	
Lower Niche 8" x 8"	\$1,000.00	
Niche Opening	\$125.00	
Bronze Metal Urn Box	\$125.00	
PARKS AND RECREATION		
User Fees (softball, baseball & soccer leagues)	\$10.00 per player	
Veteran's Park Pavilions	\$25.00 per day per pavilion (no fee for non-profit)	
POLICE DEPARTMENT		
Pound Fee	\$10.00/day	
Disposal of Animals:		
Dog	100% Vet Charges	
Cat	100% Vet Charges	
Vehicle Tow Fees	Rate charged by towing company to City	
Funeral Escort	\$50.00	
CBD Parking Permits	\$25.00 annually	
Golf Cart Permit Fee	\$25.00 annually	
False Alarm	N/C 1 st through 3 rd false alarm \$50.00 4 th false alarm \$75.00 5 th false alarm \$100.00 6 th false alarm \$125.00 7 th false alarm \$150.00 8 th false alarm \$175.00 9 th false alarm \$500.00 10 th false alarm \$500.00 all calls after 10 th	
POLICE ADMINISTRATIVE PENALTIES		
Alcohol – Consuming Alcohol in unauthorized places	\$60.00	
Animals:		
Vicious animal	\$50.00	

All other animal violations	\$25.00	
Registration of a Dangerous Dog	\$500.00	
Fireworks:		
Illegal Use, Possession	\$250.00	
Miscellaneous:		
Curfew	\$25.00	
Failure to apply for license	\$100.00	
Golf cart and all terrain vehicle violations	\$60.00	
Illegal Dumping	\$50.00	
Noise complaints	\$50.00	
Noise complaints second violation in 12 months	\$100.00	
Park ordinance violations	\$25.00	
Public nuisance	\$100.00	
Snowmobile Violations	\$60.00	
Skateboard violations	\$40.00	
Trespassing	\$50.00	
Display for sale vehicles (Ord. 23.7-D1)	\$50.00	
Parking:		
Fire Lane	\$50.00	
Blocking Fire Hydrant	\$50.00	
Failure to pay all parking fines after 30 days	50.00	
Traffic:		
Exhibition Driving (Prohibited)	\$60.00	
Speed (1-10 mph over posted limit)	\$60.00*	(as required by State Statute 5-21-09)
Stop Signs Violation	\$60.00*	(as required by State Statute 5-21-09)
Unreasonable Acceleration	\$60.00*	(as required by State Statute 5-21-09)
Mufflers 169.69 (Add) Hitching 169.46 (Add) Unsafe Equipment 169.47 Headphones/TV Screen 169.471 Use of Wireless Comm. Device 169.475 Vehicle Lighting 169.48 Headlamps 169.49 Rear lamps 169.50 Clearance & Marker Lamps 169.51 Projecting load; light or flag 169.52 Slow moving vehicle, no sign 169.522 Lights for parked vehicles 169.53	\$60.00*	(as allowed by State Statute 5-21-09)

Lights on all vehicles 169.53
Auxiliary lights 169.56
Vehicle Signals 169.57
Identification lamps 169.58
Warning Lights 169.59
Distribution of light 169.60
Composite Beam 169.61
Number of lamps 169.63
Prohibited lights 169.64
Specs for lightning & other devices
169.65
Brakes 169.67
Horn, siren 169.68
Motor vehicle noise limits 169.693
Rear view mirror 169.70
Windshield 169.71
Tire surface; metal studs 169.72
Tires considered unsafe
169.723/169.724
Bumpers, safeguards 169.73
Wheel flaps on truck & trailer
169.733
Automobile fenders 169.734
Safety glass 169.74
Flares, flags or reflectors required
169.75

Citation Hearing Fee

\$30.00

Weapons:	Item 16.
Discharge of Display of Pellet/Guns	\$50.00

PUBLIC WORKS

Equipment Hourly rates: **

Pickups	\$25.00
Trucks / Plows	\$45.00
Heavy equipment	\$80.00
Mowing Equipment	\$25.00
Chipper, compressor, steamer	\$25.00
Lawn movers/weed eaters	\$15.00
Ice Resurfacer (Zamboni)	\$175.00
Materials: **	
Cold Mix	\$130.00/ton
Sand	\$15.00/yard
Straight Salt	\$75.00/yard
Treated Salt	\$90.00/yard
Paint	\$13.37/gal.
Magnesium Chloride	\$1.50/gal.
Mailbox installation	\$275.00 (includes post and mailbox)

** Rates apply to contract services provided for Intergovernmental agencies such as Itasca County, MNDOT, ICC, School District 318, and the DNR. Hourly wage and benefits to be included in addition to listed hourly equipment rates. The only exception is the fee for the ice resurfacer



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider accepting a quote from 218 Electric to install a new power source at Yanmar Arena.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

The Reif Center is holding a Hairball Concert in the Kauppi Venue at Yanmar Arena on May 16th. The power requirements are greater than what we can provide. The remedy is to either have the Reif rent an expensive generator or for us to make an investment in the facility, so we are equipped to host events like this in the future. After consulting with City Administrator Pagel, we feel investing in the facility is the correct action as our rental fees for two such concerts will cover the cost of the improvement. Per our purchasing policy, I received two quotes, one from 218 Electric for \$7,200 and one from Pokegama Electric for \$8,275. I am recommending that we accept the low quote from 218 Electric.

REQUESTED COUNCIL ACTION:

Make a motion to accept the low quote from 218 Electric for \$7,200 to install a new power source at Yanmar Arena.

Pokegama Electric, Inc.
19432 Highway 169
Grand Rapids, MN 55744

Item 17.

Proposal

Date	Proposal Number
2/12/2025	27917

NAME / ADDRESS
City Of Grand Rapids %Civic Center 420 N. Pokegama Ave. Grand Rapids, MN 55744

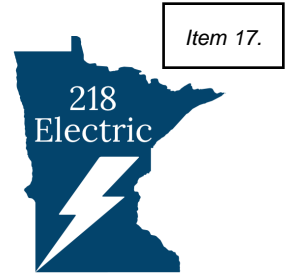
P.O NUMBER	TERMS
	Net 30

DESCRIPTION	QTY	COST	TOTAL
Electrical proposal for adding 200 amp service for HairBall Band **Includes the following: *200 amp/120/208/3 phase/disconnect to be installed in lower electric room *will be fed from upper service gear *core drill thru floor *conduit run from service gear to disconnect material-conduit/wire/disconnect Inspection Fee Labor @ \$115/hour	40	3,600.00 75.00 115.00	3,600.00 75.00 4,600.00
We look forward to doing business with you!		Total	\$8,275.00

ESTIMATE

218 Electric
206 Jessie st box 308
Marble, MN 55764

218electric@gmail.com
+1 (218) 259-5412



Bill to
Dale Anderson
Yanmar Arena
1401 3rd Ave NW
Grand Rapids, MN 55744

Ship to
Dale Anderson
Yanmar Arena
1401 3rd Ave NW
Grand Rapids, MN 55744

Estimate details

Estimate no.: 1010
Estimate date: 02/11/2025
Expiration date: 03/13/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Proposal/Contract	Add 225amp 3 phase 120/208v panel to mech room behind athletic trainer room. Install 200amp 3 phase breaker to panel for future.	1	\$7,000.00	\$7,000.00
2.		MN state permit	Inspection fee	1	\$200.00	\$200.00
Total						\$7,200.00
				Expiry date	03/13/2025	

Accepted date

Accepted by



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10, 2025

AGENDA ITEM: Consider entering into an Advertising Agreement with Grand Rapids State Bank for advertising at Yanmar Arena.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

In 2008 we entered into an agreement with Grand Rapids State Bank which had them purchase new scoreboards in exchange for advertising in the Civic Center. That agreement expired in December 2024. Currently we need a new scoreboard in the East Rink as the original from 1995 can no longer be repaired. The West Rink scoreboards were purchased 15 years ago and need transceiver upgrades. The total cost to make these scoreboard improvements is approximately do\$14,500. The proposed advertising agreement with GRSB is for \$4,000 per year for six years. I am proposing that the revenue from the first four years of this agreement be used to cover the expense of the scoreboard improvements.

REQUESTED COUNCIL ACTION:

Make a motion to enter into an Advertising Agreement with Grand Rapids State Bank for advertising at Yanmar Arena.

AGREEMENT FOR RENTAL OF ADVERTISING SIGNS

Item 18.

WHEREAS, the City of Grand Rapids, acting through Yanmar Arena, Lessor, owns a multi-purpose facility; and

WHEREAS it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls in Yanmar Arena for a certain period of years; and


WHEREAS the Lessor desires to lease the available advertising signs to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by Yanmar Arena only, Lessor, and **Grand Rapids State Bank**, Lessee, that the Lessee shall lease for a period of 6 (six) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls of Yanmar Arena only, and Lessor shall have the final decision as to exact location of each sign. If the signs need to be moved from the locations specified in #11, Lessee will be consulted on an acceptable location.
2. The Lessee shall pay to the Lessor in consideration of the signs, the sum of \$4,000.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: July 1, 2025, to June 30, 2031.
4. Lessee shall have the first right to rent the advertising signs for successive years.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee; however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in Yanmar Arena pursuant to this Agreement.
6. The expense of setup and artwork of the sign shall be borne by the Lessee.
7. This agreement shall not be changed unless done so in writing by the Lessee.
8. The Lessee's advertising space cannot be sublet or resold.
9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of Yanmar Arena.

11. Lease rates and terms are \$4,000.00 per year for:

- a. One 8' x 8' wall sign in NE corner of the Kauppi Venue
- b. Two 3' x 5' wall signs adjacent to the south scoreboard in the Kauppi Venue.
- c. Two in-ice ads in the neutral zone in the Kauppi Venue.
- d. One 3' x 18' wall sign under the scoreboard in the MacDonald Venue.

BY: 
Lessee

DATE: March 5, 2025

CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor

DATE: _____

Tom Pagel, City Administrator

Dated this _____ day of _____, 20__.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10, 2025

AGENDA ITEM: Consider a resolution awarding the sale of general obligation bonds, Series 2025A

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

The City is in the process of completing the reconstruction of 3rd Avenue NE. In order to pay for the improvements the City must sell general obligation bonds. The City has received bids for the sale of bonds. The attached resolution authorizes the award of sales for the general obligation bonds.

REQUESTED COUNCIL ACTION:

Make a motion approving a resolution awarding the sale of general obligation bonds, Series 2025A.

Extract of Minutes of Meeting
of the City Council of the City of
Grand Rapids, Itasca County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota, was duly held at the City Hall of the City on Monday, March 10, 2025, commencing at 5:00 p.m.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2025A, to be issued in the original aggregate principal amount of \$5,180,000.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Official Terms of Proposal for the Bonds. The proposals were as set forth in EXHIBIT A attached hereto.

After due consideration of the proposals, Member _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2025A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,180,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

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

Section 1. Sale of Bonds. Pursuant to a resolution adopted by the Council on February 10, 2025, the City authorized the sale and issuance of its General Obligation Bonds, Series 2025A (the “Bonds”), for the following purposes: (a) to finance the construction of improvements to the City’s water system (the “Water Improvements”), pursuant to Minnesota Statutes, Chapters 444 and 475, as amended (the “Utility Revenue Act”); to (b) to finance the construction of improvements to the City’s sewer system (the “Sewer Improvements”), pursuant to the Utility Revenue Act; and (c) to finance the street reconstruction and overlay projects described in the City’s five-year street reconstruction plan approved by the Council on February 10, 2025 (the “Street Reconstruction”), pursuant to Minnesota Statutes, Chapter 475, as amended, including Section 475.58, subdivision 3b (the “Street Reconstruction Act”). The Grand Rapids Public Utilities Commission (the “Commission”) also provided preliminary approval to the issuance of the to finance the construction of the Water Improvements and the Sewer Improvements.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the “Purchaser”) to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$_____ (the par amount of \$5,180,000, [plus original issue premium of \$_____,] [less original issue discount of \$_____,] less an underwriter’s discount of \$_____), plus accrued interest, if any, to the date of delivery for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2027	%	2035	%
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032		2040	
2033		2041	
2034			

1.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Interim Finance Director or the Finance Director (the “Finance Director”) and the General Manager of the Commission in consultation with the City’s municipal advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement. The Mayor and City Administrator of the City are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Street Reconstruction Act and the Utility Revenue Act (together, the “Act”) in the original aggregate principal amount of \$5,180,000, originally dated April 2, 2025, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2027	\$	2035	\$
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032		2040	
2033		2041	
2034			

(a) \$_____ of the principal amount of the Bonds (the “Water Revenue Bonds”), maturing on February 1 of the years and in the amounts set forth below, will be used to finance the Water Improvements:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2027	\$	2035	\$
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032		2040	
2033		2041	
2034			

(b) \$_____ of the principal amount of the Bonds (the “Sewer Revenue Bonds”), maturing on February 1 of the years and in the amounts set forth below, will be used to finance the construction of the Sewer Improvements:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2027	\$	2035	\$
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032		2040	
2033		2041	
2034			

(c) The remainder of the Bonds in the principal amount of \$ _____ (the “Street Reconstruction Bonds”), maturing on February 1 of the years and in the amounts set forth below, will be used to finance the Street Reconstruction:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2027	\$	2035	\$
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032		2040	
2033		2041	
2034			

1.05. Optional Redemption. The City may elect on February 1, 2035 and on any day thereafter, to prepay the Bonds due on or after February 1, 2036. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Mandatory Redemption: Term Bonds. The Bonds maturing on February __, 20__, February 1, 20__, and February 1, 20__ shall hereinafter be referred to collectively as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

February 1, 20__ Term Bond

Principal Amount

* *Maturity*

February 1, 20__ Term Bond

Principal Amount

* *Maturity*

February 1, 20__ Term Bond

Principal Amount

* *Maturity]*

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2026, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar” and “Paying Agent”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether

the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the Finance Director must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by

the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the Finance Director will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as set forth in EXHIBIT B attached hereto.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kutak Rock LLP, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Bonds, Series 2025A Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City and the Commission. The City and, if applicable, the Commission will maintain the following accounts in the Debt Service Fund: the “Water Improvements Account,” the “Sewer Improvements Account,” and the “Street Reconstruction Account.” Amounts in the Water Improvements Account are irrevocably pledged to the Water Revenue Bonds, amounts in the Sewer Improvements Account are irrevocably pledged to the Sewer Revenue Bonds, and amounts in the Street Reconstruction Account are irrevocably pledged to the Street Reconstruction Bonds.

(a) Water Improvements Account. The City and the Commission will continue to maintain and operate the municipal Water Fund, to which will be credited all gross revenues of the water system (the “Water System”), and out of which will be paid all normal and reasonable expenses of current operations of such system. Any balances therein are deemed net revenues (the “Net Water Revenues”) and will be transferred, from time to time, to the Water Improvements Account of the Debt Service Fund, which Water Improvements Account will be used only to pay principal of and interest on the Water Revenue Bonds, and any other bonds similarly authorized. There will always be retained in the Water Improvements Account a sufficient amount to pay principal of and interest on the Water Revenue Bonds, and the Finance Director and the General Manager of the Commission must report any current or anticipated deficiency in the Water Improvements Account to the Council and the Commission. If payment of principal or interest on the Water Revenue Bonds becomes due when there is not sufficient money in the Water Improvements Account in the Debt Service Fund to pay the same, the Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Net Water Revenues when collected. There is also appropriated to the Water Improvements Account a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof. There also shall be deposited to the Water Improvements Account of the Debt Service Fund all investment earnings on amounts in the Water Improvements Account of the Debt Service Fund and any other funds appropriated for the payment of principal or interest on the Water Improvements Bonds.

(b) Sewer Improvements Account. The City and the Commission will continue to maintain and operate the municipal Sewer Fund, to which will be credited all gross revenues of the sewer system (the “Sewer System”), and out of which will be paid all normal and reasonable expenses of current operations of such system. Any balances therein are deemed net revenues (the “Net Sewer Revenues”) and will be transferred, from time to time, to the Sewer Improvements Account of the Debt Service Fund, which Sewer Improvements Account will be used only to pay principal of and interest on the Sewer Revenue Bonds, and any other bonds similarly authorized. There will always be retained in the Sewer Improvements Account a sufficient amount to pay principal of and interest on the Sewer Revenue Bonds, and the Finance Director and the General Manager of the Commission must report any current or anticipated deficiency in the Sewer Improvements Account to the Council and the Commission. If payment of principal or interest on the Sewer Revenue Bonds becomes due when there is not sufficient money in the Sewer Improvements Account in the Debt Service Fund to pay the same, the Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Net Sewer Revenues. There is also appropriated to the Sewer Improvements Account a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof. There also shall be deposited to the Sewer Improvements Account of the Debt Service Fund all investment earnings on amounts in the Sewer Improvements Account of the Debt Service Fund and any other funds appropriated for the payment of principal or interest on the Sewer Improvements Bonds.

(c) Street Reconstruction Account. Ad valorem taxes hereinafter levied for the Street Reconstruction (the “Taxes”) are hereby pledged to the Street Reconstruction Account of the Debt Service Fund. There is also appropriated to the Street Reconstruction Account a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof. There also shall be deposited to the Street Reconstruction Account of the Debt Service Fund all investment earnings on amounts in the Street Reconstruction Account of the Debt Service Fund and any other funds appropriated for the payment of principal or interest on the Street Reconstruction Bonds.

4.02. Construction Fund. The City and the Commission hereby create the General Obligation Bonds, Series 2025A Construction Fund (the “Construction Fund”). The City and, if applicable, the Commission will maintain the following accounts in the Construction Fund: the “Water Improvements Account,” the “Sewer Improvement Account,” and the “Street Reconstruction Account.” Amounts in the Water Improvements Account are irrevocably pledged to the Water Revenue Bonds, amounts in the Sewer Improvements Account are irrevocably pledged to the Sewer Revenue Bonds, and amounts in the Street Reconstruction Account are irrevocably pledged to the Street Reconstruction Bonds.

(a) Water Improvements Account. Proceeds of the Water Revenue Bonds, less the appropriations made in Section 4.01(a) hereof, together with any other funds appropriated for the Water Improvements collected during the construction of the Water Improvements, will be deposited in the Water Improvements Account of the Construction Fund to be used solely to defray expenses of the Water Improvements. When the Water Improvements are completed and the cost thereof paid, the Water Improvements Account of the Construction Fund is to be closed and any funds remaining may be deposited in the Water Improvements Account of the Debt Service Fund.

(b) Sewer Improvements Account. Proceeds of the Sewer Revenue Bonds, less the appropriations made in Section 4.01(b) hereof, together with any other funds appropriated for the

Sewer Improvements collected during the construction of the Sewer Improvements, will be deposited in the Sewer Improvements Account of the Construction Fund to be used solely to defray expenses of the Sewer Improvements. When the Sewer Improvements are completed and the cost thereof paid, the Sewer Improvements Account of the Construction Fund is to be closed and any funds remaining may be deposited in the Sewer Improvements Account of the Debt Service Fund.

(c) Street Reconstruction Account. Proceeds of the Street Reconstruction Bonds, less the appropriations made in Section 4.01(c) hereof, together with the Taxes and any other funds appropriated for the Street Reconstruction collected during the construction of the Street Reconstruction, will be deposited in the Street Reconstruction Account of the Construction Fund to be used solely to defray expenses of the Street Reconstruction. When the Street Reconstruction is completed and the cost thereof paid, the Street Reconstruction Account is to be closed and any funds remaining may be deposited in the Street Reconstruction Account of the Debt Service Fund.

4.03. City Covenants with Respect to the Water Revenue Bonds and the Sewer Revenue Bonds. The Council and if applicable the Commission covenant and agree with the holders of the Bonds that so long as any of the Water Revenue Bonds and Sewer Revenue Bonds remain outstanding and unpaid, they will keep and enforce the following covenants and agreements:

(a) The Commission will continue to maintain and efficiently operate the Water System and the Sewer System as public utilities and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the accounts of the Water System and the Sewer System, respectively, as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The City and the Commission will also maintain the Water Improvements Account of the Debt Service Fund as a separate account in the water funds and will cause money to be credited thereto from time to time, out of Net Water Revenues from the Water System in sums sufficient to pay principal of and interest on the Water Revenue Bonds when due.

(c) The City and the Commission will also maintain the Sewer Improvements Account of the Debt Service Fund as a separate account in the Sewer Fund and will cause money to be credited thereto from time to time, out of Net Sewer Revenues from the Sewer System in sums sufficient to pay principal of and interest on the Sewer Revenue Bonds when due.

(d) The City and the Commission will keep and maintain proper and adequate books of records and accounts separate from all other records of the City and the Commission in which will be complete and correct entries as to all transactions relating to the Water System and the Sewer System and which will be open to inspection and copying by any Bondholder, or the Bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all Bondholders upon request.

(e) The City and the Commission will cause persons handling revenues of the Water System and the Sewer System to be bonded in reasonable amounts for the protection of the City and the Bondholders and will cause the funds collected on account of the operations of such systems to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(f) The City and the Commission will keep the Water System and the Sewer System insured at all times against loss by fire, tornado and other risks customarily insured against, with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Water Revenue Bonds and the Sewer Revenue Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(g) The City and the Commission and each and all of its officers will punctually perform all duties with reference to the Water System and the Sewer System as required by law.

(h) The City will impose and collect charges of the nature authorized by Section 444.075 of the Utility Revenue Act at the times and in the amounts required to produce Net Water Revenues adequate to pay all principal and interest when due on the Water Revenue Bonds and to produce Net Sewer Revenues adequate to pay all principal and interest when due on the Sewer Revenue Bonds and to create and maintain such reserves securing said payments as may be provided herein.

(i) The Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in pledged Net Water Revenues or Net Sewer Revenues (collectively, the "Net Revenues").

(j) The City hereby determined that the estimated collection of Net Revenues herein pledged for the payment of principal and interest on the Water Revenue Bonds and the Sewer Revenue Bonds will produce at least 5% in excess of the amount needed to meet, when due, the principal and interest payments on the Water Revenue Bonds and the Sewer Revenue Bonds, respectively.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit, and taxing powers of the City are irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.05. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Street Reconstruction Bonds, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Street Reconstruction Account of the Debt Service Fund and will be in the years and amounts as attached hereto as EXHIBIT C.

4.06. Certification to County Auditor/Treasurer as to Debt Service Fund Amount.

(a) It is hereby determined that the estimated collections of Net Revenues will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Water Revenue Bonds and the Sewer Revenue Bonds and that no tax levy for the payment of debt service on said Water Revenue Bonds and Sewer Revenue Bonds is needed at this time.

(b) It is hereby determined that the estimated collections of Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Street Reconstruction Bonds. The tax levy herein provided for the payment of debt service on the Street Reconstruction Bonds is irrevocable until all of the Street Reconstruction Bonds are paid;

provided that at the time the City makes its annual tax levies the Finance Director may certify to the County Auditor/Treasurer of Itasca County, Minnesota (the "County Auditor/Treasurer") the amount available in the Street Reconstruction Account of the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor/Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.

4.07. Registration of Resolution. The City Clerk is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer and to obtain the certificate required by Section 475.63 of the Act.

4.08. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by Ehlers and Associates, Inc., the municipal advisor to the City, on the date of closing.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City and the Commission are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City and the Commission relating to the Bonds and to the financial condition and affairs of the City and the Commission, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City and the Commission as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, and/or the Finance Director are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Administrator, the City Clerk, the General Manager of the Commission, and/or the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature(s) of the Mayor, the City Administrator, the Finance Director, the General Manager of the Commission and/or the City Clerk to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or the improvements to be financed by the Bonds, or to cause or permit them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2025 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2025 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its

successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes.

The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will

be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate to be executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Member _____,
and upon the vote being taken thereof, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Approved by the City Council of the City of Grand Rapids, Minnesota this March 10, 2025.

Tasha Connelly
Mayor

Attest:

Kimberly Gibeau
City Clerk

EXHIBIT A
PROPOSALS

EXHIBIT B
FORM OF BOND

No. R-_____

\$_____

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

GENERAL OBLIGATION BOND
SERIES 2025A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	April 2, 2025	386335 __

Registered Owner: Cede & Co.

The City of Grand Rapids, Minnesota, a duly organized and existing municipal corporation in Itasca County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2026, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2035 and on any day thereafter, to prepay the Bonds due on or after February 1, 2036. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$5,180,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on March 10, 2025 (the “Resolution”), for the purpose of providing money to defray the expenses incurred and to be incurred in making improvements to the City’s water and sewer utility systems and undertaking street reconstruction activities, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 444 and 475, as amended, including Section 475.58, subdivision 3b. The principal hereof and

interest hereon are payable from net revenues of the water and sewer systems operated by the Grand Rapids Public Utility Commission (the “Commission”) and ad valorem taxes. Net revenues are pledged to a special debt service fund, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in net revenues and taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

IT IS HEREBY CERTIFIED AND RECITED that in and by the Resolution, the City and the Commission have covenanted and agreed that the Commission will continue to own and operate the water and sewer systems free from competition by other like municipal utilities; that adequate insurance on said systems and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Water Fund and Sewer Fund, into which the Commission will pay all of the gross revenues from the water and sewer systems, respectively; that it will also create and maintain Water Improvements Account and the Sewer Improvements Account within the General Obligation Bonds, Series 2025A Debt Service Fund, into which the Commission will pay, out of the net revenues from the water and sewer systems a sum sufficient to pay principal of the Water Revenue Bonds and Sewer Revenue Bonds (as defined in the Resolution) and interest on the Water Revenue Bonds and Sewer Revenue Bonds when due; and that the City will provide, by ad valorem tax levies, for any deficiency in required net revenues of the water and sewer systems.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Grand Rapids, Itasca County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and the City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: April 2, 2025

CITY OF GRAND RAPIDS, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

Custodian _____

TEN ENT -- as tenants by entireties

(Cust) _____ (Minor)
under Uniform Gifts or Transfers to Minors
Act, State of _____

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

EXHIBIT C
TAX LEVY SCHEDULE

<u>YEAR *</u>	<u>TAX LEVY</u>
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	

** Year tax levy collected.*



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 10, 2025

AGENDA ITEM: Consider appointments to Pokegama Golf Board and Police Community Advisory Board.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The Pokegama Golf Board has one vacancy with a term to expire March 1, 2028 and we received five applications. One applicant is a non-resident and the open vacancy is a resident position. Staff will retain the non-resident application for future consideration.

There are two vacancies on the Police Community Advisory Board, both resident positions. Terms expire December 31, 2025 and December 31, 2026. Staff received one application from a resident.

Councilor Tom Sutherland has conducted interviews with applicants and will make recommendations to Council.

REQUESTED COUNCIL ACTION:

Make a motion to approve appointments of applicants to Pokegama Golf Board and Police Community Advisory Board.