



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

CITY COUNCIL MEETING AGENDA
Monday, October 14, 2024
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, October 14, 2024 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, September 23, 2024 Worksession and Regular meetings.

VERIFIED CLAIMS:

2. Approve the verified claims for the period September 17, 2024 to October 7, 2024 in the total amount of \$2,214,863.20.

CONSENT AGENDA:

3. Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2025.
4. Consider entering into an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with USI Consulting Group, Inc. previously as Hildi Incorporated.
5. Consider adopting a resolution to accept a grant from the State of Minnesota in the amount of \$12,460.00 for the Taxiway A Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.
6. Consider approving Quit Claim Deeds for parcels 91-425-2110, 91-415-4410, 91-415-4415 and 91-425-1310.
7. Consider authorizing the retirement and sale of surplus assets

- [8.](#) Consider the adoption of a resolution approving a conveyance of certain property owned by the City to the Grand Rapids Economic Development Authority.
- [9.](#) Consider the Adoption of Climate Action Plan
- [10.](#) Consider approval of two resolutions authorizing two grant requests to MN IRRR for two Downtown commercial redevelopment projects.
- [11.](#) Consider approving temporary liquor permit for Itasca Curling Association
- [12.](#) Consider approval of a resolution authorizing a grant request to MN IRRR for a commercial redevelopment project at 12 NW 3rd St.
- [13.](#) Consider the approval of joint power agreements with the city of LaPrairie, Bowstring and Harris Townships, and Itasca County.
- [14.](#) Consider approving change order for Yanmar Arena Project
- [15.](#) Consider Hiring and Rehiring Regular PT and Seasonal Civic Center Employees

SET REGULAR AGENDA:

ADMINISTRATION:

- [16.](#) Consider an agreement between Rapids Radio, Rapids Brewing, and the City of Grand Rapids

ENGINEERING PUBLIC WORKS:

- [17.](#) Consider approving a resolution accepting a donation

GOLF:

- [18.](#) Consider purchasing new refrigeration equipment
- [19.](#) Consider purchasing plow for golf course tractor

CITY COUNCIL:

- [20.](#) Consider appointments to Planning Commission.

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

- [21.](#) Conduct a public hearing to consider the adoption of an ordinance as it pertains to Franchise Agreements.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 28, 2024 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL WORKSESSION MINUTES
Monday, September 23, 2024
4:30 PM

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

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

STAFF: Tom Pagel, Chad Sterle, Dan Swenson, Barb Baird, Andy Morgan

BUSINESS:

1. Informational Item – Draft Climate Action Plan

Asst. Community Development Director Dan Swenson, presented background for Climate Action Plan, advisory board work and development of draft plan. Councilor MacGregor noted comments and suggestions received from public input request. Advisory Board members Bill Schnell and Simon Gretton addressed the Council regarding various aspects of the draft plan.

REVIEW OF REGULAR AGENDA:

Updated resolution is accepted for item #18 on regular agenda. No other changes or additions are noted.

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

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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

Mayor Connelly called the meeting to order at 5:01 PM.

CALL OF ROLL:

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

STAFF: Tom Pagel, Chad Sterle, Barb Baird, Andy Morgan, Jeremy Nelson, Will Richter

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly notes that the Grand Rapids Library was featured in a national publication on Passport acceptance designation and the service provided to the City and surrounding communities.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor MacGregor attended State of the Range hosted by IRRR and a meeting with MPL regarding their proposed resource plan.

APPROVAL OF MINUTES:

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

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

VERIFIED CLAIMS:

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

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

CONSENT AGENDA:

3. Consider approving amendment 1 with the IRRR for AP 2023-4, Hangar Utilities.
4. Consider adopting a resolution to authorize an operating transfer from the Special Revenue Fund-Civic Center Fund to the Debt Service Fund-Taxable GO Temporary Bonds, Series 2022A.

Adopted Resolution 24-81

5. Consider updates to PERA Membership Plan for Rental Inspector/Firefighter position.
6. Adopt a Resolution Accepting an FAA Grant in the amount of \$224,280 for Phase 1 of the Taxiway Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

Adopted Resolution 24-82

7. Consider approving additional work in the amount of \$463.50 for the Rain Garden Planting Project
8. Consider Election Judge Appointment
9. Authorize staff to obtain two quotes to replace the scoreboard in the McDonald Venue at Yanmar Arena.
10. Consider adopting a resolution accepting a \$114,788.00 grant from the Minnesota Department of Public Safety for a DWI/traffic safety officer and authorize execution of the grant agreement.

Adopted Resolution 24-83

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

Adopted Resolution 24-84

12. Consider entering into a Cleaning Services Agreement with Northwoods Cleaning Company at Yanmar Arena.
13. Consider adopting a resolution authorizing designated signers as City Administrator, Finance Director and Assistant Finance Director for the Woodland Bank account.

Adopted Resolution 24-85

14. Consider awarding a contract to Casper Construction for the SE 7th Avenue storm pond revitalization.
15. Consider approval of Naming Rights and Sponsor Agreements with Yanmar, Paul Bunyan, and Grand Itasca

Adopted Resolutions 24-86, 24-87 & 24-88

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

SET REGULAR AGENDA:

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

ADMINISTRATION:

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

Motion made by Councilor MacGregor, Second by Councilor Blake to appoint Brooks Bachmann and Brevon Lesner to the position of Police Officer pending contingencies. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake

CIVIC CENTER & PARKS:

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

Motion made by Councilor Blake, Second by Councilor MacGregor to approve Fireworks Display Agreement as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake

FINANCE:

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

Motion made by Councilor MacGregor, Second by Councilor Blake to **adopt Resolution 24-89**, adopting 2024 proposed levy/collectable in 2025. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake

There being no further business, the meeting adjourned at 5:20 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 10/09/2024
 TIME: 12:28:20
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/14/2024

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
1309167	MN BUREAU OF CRIMINAL	780.00
	TOTAL	780.00
CITY WIDE		
1309146	MACROSTIE ART CENTER	4,500.00
1500600	OPG-3 INC	16,225.00
1915248	SHI INTERNATIONAL CORP	2,867.20
	TOTAL CITY WIDE	23,592.20
SPECIAL PROJECTS-NON BUDGETED		
0508450	EHLERS AND ASSOCIATES INC	15,371.25
1105530	KENNEDY & GRAVEN, CHARTERED	681.50
	TOTAL SPECIAL PROJECTS-NON BUDGETED	16,052.75
ADMINISTRATION		
0805680	HERREID & ASSOCIATES CONSULT	5,740.64
1301020	MADDEN GALANTER HANSEN, LLP	193.50
	TOTAL ADMINISTRATION	5,934.14
BUILDING SAFETY DIVISION		
0118100	VESTIS GROUP, INC	146.58
0221650	BURGGRAF'S ACE HARDWARE	16.98
0315455	COLE HARDWARE INC	41.44
0701650	GARTNER REFRIGERATION CO	686.49
0904230	IDENTISYS INC	406.99
0920060	ITASCA COUNTY TREASURER	97.10
1901535	SANDSTROM'S INC	463.94
1920555	STOKES PRINTING & OFFICE	56.99
	TOTAL BUILDING SAFETY DIVISION	1,916.51
COMMUNITY DEVELOPMENT		
0401804	DAVIS OIL INC	68.36
0920060	ITASCA COUNTY TREASURER	149.77
	TOTAL COMMUNITY DEVELOPMENT	218.13

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
COUNCIL/COMMISSION/BOARDS		
1205090	LEAGUE OF MINNESOTA CITIES	4,206.00
1205250	LEFTYS TENT & PARTY RENTAL	1,705.17
1911545	SKOGLUND ELECTRIC LLC	121.00
TOTAL COUNCIL/COMMISSION/BOARDS		6,032.17
FINANCE		
1309332	MN STATE RETIREMENT SYSTEM	1,107.90
TOTAL FINANCE		1,107.90
FIRE		
0103325	ACHESON TIRE INC	35.00
0112220	ALERT ALL CORPORATION	3,033.50
0118100	VESTIS GROUP, INC	58.81
0205725	BETZ EXTINGUISHER COMPANY	155.00
0401453	DALE'S AUTO BODY	3,812.30
0601346	FAIRVIEW HEALTH SERVICES	175.00
0718211	GREAT PLAINS FIRE INC	757.00
1415484	NORTHERN LIGHTS TRUCK	798.47
1815700	ROSENBAUER MINNESOTA LLC	1,460.86
1901535	SANDSTROM'S INC	727.83
TOTAL FIRE		11,013.77
INFORMATION TECHNOLOGY		
0309805	CIVICPLUS, LLC	3,700.00
1405735	NETWRIX CORPORATION	2,181.72
1915248	SHI INTERNATIONAL CORP	6,355.40
TOTAL INFORMATION TECHNOLOGY		12,237.12
PUBLIC WORKS		
0205531	BENES WELL DRILLING INC	4,200.42
0221650	BURGGRAF'S ACE HARDWARE	122.95
0301685	CARQUEST AUTO PARTS	70.53
0305510	CENTRAL LANDSCAPE SUPPLY INC	1,352.48
0315455	COLE HARDWARE INC	16.97
0400720	D&S STUMP GRINDING LLC	850.00
0401804	DAVIS OIL INC	1,129.57
0501650	EARL F ANDERSEN	1,449.95
0601690	FASTENAL COMPANY	54.01

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0718215	GREEN AGAIN LAWN & LANDSCAPE	14,245.00
0920060	ITASCA COUNTY TREASURER	964.10
1200500	L&M SUPPLY	137.72
1205110	LEASE LANDSCAPING INC	3,177.00
1415544	NORTHLAND PORTABLES	1,502.75
1415545	NORTHLAND LAWN & SPORT, LLC	52.06
1621125	PUBLIC UTILITIES COMMISSION	9,074.56
1801613	RAPIDS PRINTING	1,787.80
1911545	SKOGLUND ELECTRIC LLC	2,101.11
2209421	VIKING ELECTRIC SUPPLY INC	125.33
TOTAL PUBLIC WORKS		42,414.31
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	1,093.93
0315455	COLE HARDWARE INC	34.95
0601690	FASTENAL COMPANY	180.63
1301720	MATCO TOOLS	242.50
1500700	OSI ENVIRONMENTAL BR 50	100.00
1801615	RAPIDS WELDING SUPPLY INC	565.94
1901264	SAFETY KLEEN SYSTEMS INC	301.46
TOTAL FLEET MAINTENANCE		2,519.41
POLICE		
0301685	CARQUEST AUTO PARTS	10.63
0409501	JOHN P. DIMICH	4,583.33
0718060	GRAND RAPIDS HERALD REVIEW	649.00
0920060	ITASCA COUNTY TREASURER	2,866.70
1309167	MN BUREAU OF CRIMINAL	780.00
1901500	SAMMY'S PIZZA	51.14
1920233	STREICHER'S INC	604.98
TOTAL POLICE		9,545.78
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE	177.02
1421155	NUCH'S IN THE CORNER	26.00
TOTAL RECREATION		203.02

CENTRAL SCHOOL

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INVOICES DUE ON/BEFORE 10/14/2024

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0118100	VESTIS GROUP, INC	64.09
0218745	ASHLEY BRUBAKER	252.97
0701650	GARTNER REFRIGERATION CO	373.87
	TOTAL	690.93
AIRPORT		
0920060	ITASCA COUNTY TREASURER	149.54
	TOTAL	149.54
CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	94.41
0315455	COLE HARDWARE INC	70.32
0701650	GARTNER REFRIGERATION CO	148.00
1200500	L&M SUPPLY	56.96
1201430	LAKE SUPERIOR CUTTING EDGE LLC	250.00
1801550	RAPID GARAGE DOOR COMPANY INC	139.00
1801610	RAPIDS PLUMBING & HEATING INC	227.50
1908248	SHERWIN-WILLIAMS	245.41
	TOTAL GENERAL ADMINISTRATION	1,231.60
STATE HAZ-MAT RESPONSE TEAM		
0920060	ITASCA COUNTY TREASURER	40.76
	TOTAL	40.76
CEMETERY		
0103325	ACHESON TIRE INC	50.00
0221650	BURGGRAF'S ACE HARDWARE	19.98
0920060	ITASCA COUNTY TREASURER	53.82
1200500	L&M SUPPLY	23.21
2501525	YANMAR COMPACT EQUIPMENT NORTH	2,030.09
	TOTAL	2,177.10

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 10/14/2024

VENDOR #	NAME	AMOUNT DUE
DOMESTIC ANIMAL CONTROL FAC		
0118100	VESTIS GROUP, INC	30.00
	TOTAL	30.00
MUNICIPAL ST AID MAINTENANCE		
NO PROJECT		
0801825	HAWKINSON CONSTRUCTION CO INC	60,403.20
	TOTAL NO PROJECT	60,403.20
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-PUBLIC WORKS		
0205655	BERTS TRUCK EQUIPMENT OF	23,061.00
	TOTAL CAPITAL OUTLAY-PUBLIC WORKS	23,061.00
CAPITAL OUTLAY-POLICE		
0421480	DTM FLEET SERVICE LLC	3,916.02
1301015	MACQUEEN EQUIPMENT INC	13,808.10
1321527	MUNICIPAL EMERGENCY SERVICES	87.78
1801899	RAY'S SPORT & CYCLE	1,682.97
1920150	STATT LLC	975.00
1920233	STREICHER'S INC	195.98
	TOTAL CAPITAL OUTLAY-POLICE	20,665.85
2022 INFRASTRUCTURE/ARPA		
ARPA ECONOMIC IMPACT ASST		
T001530	GRAND PARTNERS, LLC	50,000.00
	TOTAL ARPA ECONOMIC IMPACT ASST	50,000.00
ISD#318 ADM BLDG REDEVELOPMENT		
2009800	THE TITLE TEAM	87,643.11
	TOTAL ISD#318 ADM BLDG REDEVELOPMENT	87,643.11
2024 INFRASTRUCTURE BONDS		
CP2010-1 3RD AVE NE RECON		
0218115	BRAUN INTERTEC CORPORATION	7,430.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 10/14/2024

VENDOR #	NAME	AMOUNT DUE
2024	INFRASTRUCTURE BONDS	
CP2010-1	3RD AVE NE RECON	
2000522	TNT CONSTRUCTION GROUP, LLC	680,609.31
	TOTAL CP2010-1 3RD AVE NE RECON	688,039.31

STORM WATER UTILITY

0113219	AMERICAN ENGINEERING TESTING	3,400.00
0221650	BURGGRAF'S ACE HARDWARE	499.98
0315455	COLE HARDWARE INC	35.98
0401804	DAVIS OIL INC	1,228.25
0514798	ENVIRONMENTAL EQUIPMENT AND	3,300.00
0920060	ITASCA COUNTY TREASURER	276.42
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
2000522	TNT CONSTRUCTION GROUP, LLC	5,122.50
2018560	TROUT ENTERPRISES INC	528.00

TOTAL 16,591.13
 TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$1,084,290.74

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	4,217.23
0113105	AMAZON CAPITAL SERVICES	1,939.29
0305530	CENTURYLINK QC	50.74
0315454	TRAVIS COLE	138.00
0315543	CONSTELLATION NEWENERGY -GAS	13,217.45
0605191	FIDELITY SECURITY LIFE	99.64
0609685	FIREMEN'S RELIEF ASSOCIATION	164,066.11
0701505	JEREMY GAMBILL	258.60
0717988	SHAWN GRAEBER	138.00
0718015	GRAND RAPIDS CITY PAYROLL	314,445.89
0805358	JACKIE HEINRICH	283.90
0815440	HOLIDAY STATIONSTORES LLC	236.50
0821715	SAMUEL HUSSMAN	925.00
0920055	ITASCA COUNTY RECORDER	46.00
1015323	KIM JOHNSON-GIBEAU	429.97
1121695	LANCE KUSCHEL	57.00
1201402	LAKE COUNTRY POWER	53.46
1205090	LEAGUE OF MINNESOTA CITIES	30.00
1215250	LOFFLER COMPANIES INC	259.22
1301145	MARCO TECHNOLOGIES, LLC	101.70
1301146	MARCO TECHNOLOGIES, LLC	104.41
1305046	MEDIACOM LLC	176.90
1305725	METROPOLITAN LIFE INSURANCE CO	2,177.28
1309199	MINNESOTA ENERGY RESOURCES	914.44

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/14/2024

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1309335	MINNESOTA REVENUE	13,576.00
1309715	AMANDA MITCHELL	357.21
1321750	MUTUAL OF OMAHA	474.58
1405435	JEREMY NELSON	40.00
1601305	THOMAS J. PAGEL	2,237.06
1601750	PAUL BUNYAN COMMUNICATIONS	1,656.01
1606225	LAURA PFEIFER	234.50
1609230	CHERY PIERZINA	388.77
1621130	P.U.C.	39,715.30
2000100	TASC	35.55
2018555	CHAD TROUMBLY	57.00
2100265	U.S. BANK	1,100.00
2209665	VISA	3,862.83
2209705	VISIT GRAND RAPIDS INC	57,608.11
2301700	WM CORPORATE SERVICES, INC	2,882.95
2305825	WEX INC	1,879.86
2315555	WOODLAND BANK	500,000.00
T001529	BEVERLY JOHNSON	100.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:\$1,130,572.46

TOTAL ALL DEPARTMENTS \$2,214,863.20



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2024

AGENDA ITEM: Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2025.

PREPARED BY: Barb Baird

BACKGROUND:

We are assisting Marsh McLennan Agency in the preparation of the City's general liability insurance coverage application for 2025 to the League of Minnesota Cities Insurance Trust. We have had our insurance coverage through the League for many years. The League's insurance coverage is very comprehensive, and they have for the past several years, given us a substantial refund check at the end of the year, which represents our portion of the refund to the cities insured by them because of lower than anticipated insurance claims.

Because of the volume of applications that the League receives at this time of year, they normally do not have a quote for our insurance back to us before the first of the year. However, Marsh McLennan Agency will provide us with a binder to indicate that we do have insurance coverage through the League even though we have not received the quote or paid the premium.

When the quote for the 2025 insurance is received, it will be placed on the agenda for your consideration.

REQUESTED COUNCIL ACTION:

Make a motion to approve the continuation of our general liability insurance through the League of Minnesota Cities Insurance Trust for the calendar year 2025 and authorize the mayor to sign the statutory tort liability waiver.



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: City of Grand Rapids

Check one:

The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member WAIVES the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting:

Signature:

Position: Mayor



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 10, 2024

AGENDA ITEM: Consider entering into an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with USI Consulting Group, Inc. previously as Hildi Incorporated.

PREPARED BY: Barb Baird

BACKGROUND:

In 2015, the Governmental Accounting Standards Board (GASB) released one new standard for public Other Post-Employment Benefit (OPEB), whether the OPEB is funded or not funded.

In 2022, the City Council approved an Agreement for Consulting Services for GASB No. 75 Actuarial Valuation with Hildi for the years 2023 and 2024.

REQUESTED COUNCIL ACTION:

Make a motion authorizing the Director of Finance to sign an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with USI Consulting Group, Inc. previously as Hildi Incorporated for \$3,400 for the base year 2025, and approximately \$1,200 for the projection year, 2026.

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (“Agreement”) is entered into and dated September 26, 2024 by and between USI Consulting Group, Inc. (USICG - earlier as **Hildi Inc.**) USICG with offices located at 8000 Norman Center Drive, Suite 400, Bloomington, MN 55437 with headquarters at 95 Glastonbury Blvd., Suite 102, Glastonbury, CT 06033 (hereinafter referred to as the “Consultant”) and City of Grand Rapids with offices located at 420 North Pokegama Avenue, Grand Rapids, MN 55744 (hereinafter referred to as the “Company”). Company and Consultant are jointly referred to as the “parties.”

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

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

herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

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

suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

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

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

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

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

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

If to Consultant: USI Consulting Group, Inc. (USICG- earlier as **Hildi Inc.**)
 8000 Norman Center Drive
 Suite 400
 Bloomington, MN 55437
 Attn: Jill Urdahl, FSA
 Minnesota Practice Leader / Consulting Actuary

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

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

Company: City of Grand Rapids

Consultant: USICG (earlier as Hildi Inc.)

By: _____
(Authorized Signature)

By: Jill Urdahl
(Authorized Signature)

Name: Barbara Baird
(Print or Type)

Name: Jill Urdahl

Title: Finance Director
(Print or Type)

Title: Minnesota Practice Leader / Consulting Actuary

Date: _____

Date: September 26, 2024

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

In Process

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

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
USICG (Hildi Inc.) Actuaries and Consultants	Consulting Actuaries	January 1, 2025	December 31, 2026

Base Fees

The approximate budget for USICG (Hildi Inc.) consulting services is as follows:

	2025 Fiscal Year	2026 Fiscal Year
GASB 75	\$3,400	January 1, 2025 actuarial valuation to be used as the base results for this fiscal year. GASB 75 disclosures to be developed for the year ending December 31, 2026. Approximately \$1,200
Optional: GASB 75/73/101 consulting review on the true-up benefit payment calculations. Each fiscal year it is possible for some additional fees to occur due to this request from the Company/Client on this important calculation.		

These Base Actuarial Fees include the following:

- An Actuarial Report including all information required by the GASB Statements. USICG (Hildi Inc.) will provide an electronic copy of the actuarial report. One to three hard copies of the report can be sent, too, if requested.
- A results meeting by conference call or video call to discuss the results.
- Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.
- Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.

All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation or year-end disclosure. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated September 26, 2024.

Company: City of Grand Rapids

Consultant: USICG (earlier as Hildi Inc.)

(Authorized Signature)



(Authorized Signature)

(Date)

September 26, 2024

(Date)

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

Certificate Of Completion

Envelope Id: 9A14C724FA484E9C9663E7C7E5D529C9	Status: Delivered
Subject: Complete with DocuSign: Hildi USICG Consulting Contract City of Grand Rapids 1.1.2025.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lori Goble
Time Zone: (UTC-06:00) Central Time (US & Canada)	100 Summit Lake Drive, Suite 400
	Valhalla, NY 10595
	lori.goble@usi.com
	IP Address: 139.60.216.7

Record Tracking

Status: Original	Holder: Lori Goble	Location: DocuSign
9/26/2024 4:19:31 PM	lori.goble@usi.com	

Signer Events

Signature	Timestamp
Barbara Baird	Sent: 9/26/2024 4:20:58 PM
bbaird@ci.grand-rapids.mn.us	Viewed: 9/27/2024 9:29:36 AM
Finance Director	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Accepted: 9/27/2024 9:29:36 AM	
ID: 14068bae-66a9-4921-9b3f-8376bc9eb8df	

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	9/26/2024 4:20:58 PM
Certified Delivered	Security Checked	9/27/2024 9:29:36 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, USI Insurance Services, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact USI Insurance Services, LLC:

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

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

In Process

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

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from USI Insurance Services, LLC

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

To withdraw your consent with USI Insurance Services, LLC

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14th, 2024

AGENDA ITEM: Consider adopting a resolution to accept a grant from the State of Minnesota in the amount of \$12,460.00 for the Taxiway A Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

PREPARED BY: Matt Wegwerth

BACKGROUND:

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

This is a budgeted project for 2024.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution to accepting a grant from the State of Minnesota in the amount of \$12,460.00 for the Taxiway A Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

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

RESOLUTION NO. 24-

A RESOLUTION ACCEPTING A \$12,460.00 GRANT FROM THE STATE OF MINNESOTA FOR PHASE 1 OF THE TAXIWAY A RECONSTRUCTION PROJECT AT THE GRAND RAPIDS/ITASCA COUNTY AIRPORT

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$12,460.00 grant from the State of Minnesota for Phase 1 of the Taxiway A Reconstruction Project at the Grand Rapids/Itasca County Airport and furthermore authorizes the Mayor and City Clerk to execute the associated grant agreement.

Adopted this 14th day of October, 2024

Tasha Connelly, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and Grand Rapids-Itasca County Airport Commission acting through its Grand Rapids City Council as Fiscal Agent for the Itasca County/Grand Rapids Airport ("Grantee").

RECITALS

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

AGREEMENT TERMS

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

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2028**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A3101-103** which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit 'A' Credit Application, Exhibit 'B' Request Letter, Exhibit 'C' Cost Split.

2 Grantee's Duties

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

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

3 Time

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

4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
AIG-Taxiway A (North) Planning Study & Taxiway A (South) Reconstruction Phase 1 – Design	90%	5%	5%
Federal Committed:	\$ 224,280.00		
State:	\$ 12,460.00		
Grantee:	\$ 12,460.00		

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

4.2 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$0.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$12,460.00**.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application. Exhibit 'A', which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: **Upon completion of services.**

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

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

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

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

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

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

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

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

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

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representatives Are:

Matt Lebens, North Region Airports Engineer; (matthew.lebens@state.mn.us) and/or
Jessica McBroom, Grant Specialist; (jessica.mcBroom@state.mn.us), or their successor.

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

6.2 Grantee's Authorized Representative is:

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

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

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

8 Liability

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

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

applicable law.

10.2 Intellectual Property Rights.

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

10.2.2 Obligations

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

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

11 Workers Compensation

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

12 Publicity and Endorsement

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination; Suspension

14.1 Termination by the State or Commissioner of Administration. The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

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

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

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

this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

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

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

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION, as delegated

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT, for form and execution

By: _____

Date: _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

RESOLUTION

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

It is resolved by the County of Itasca as follows:

1. That the state of Minnesota Agreement No. 1058210,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A3101-103 at the Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport is accepted.

2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
County of Itasca.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

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

(Name of the Recipient)

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

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

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION

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MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
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(Name of the Recipient)

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

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

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF AERONAUTICS
395 JOHN IRELAND BOULEVARD, MS 410
ST. PAUL, MINNESOTA 55155-1800
airportdevelopment@state.mn.us

Airport Name _____ Item 5.

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

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

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

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

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality _____

By _____

Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

STATE OF _____

COUNTY OF _____

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

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

GRAND RAPIDS - ITASCA COUNTY

AIRPORT

1500 SE 7th Avenue - Grand Rapids, MN 55744

May 28th, 2024

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

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

EXHIBIT B

Dear Mr. Lebens:

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

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

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

Please contact me if you have any questions.

Sincerely,



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

EXHIBIT C

Airport: Grand Rapids/Itasca County Airport-Gordon Newstrom Field
 Airport Authority: City of Grand Rapids
 Ident: GPZ
 State Project No.: A3101-103
 Agreement No.: 1058210
 Federal Project No.: 3-27-0037-30-24
 Project Description: AIG-Taxiway A (North) Planning Study & Taxiway A (South) Reconstruction Phase 1 - Design
 Version: 06/24/2024 App

Construction	Description	Total	Funding Rates			Federal	State	Local
			Federal	State	Local			
CONSTRUCTION SUBTOTAL		\$ -			\$ -	\$ -	\$ -	
Engineering	Description	Total	Federal	State	Federal	State	Local	
	Taxiway A (North) Planning Study (SEH)	\$ 54,900.00	90.00%	5.00%	\$ 49,410.00	\$ 2,745.00	\$ 2,745.00	
	Taxiway A (South) Reconstruction Phase 1 – Design (SEH)	\$ 188,400.00	90.00%	5.00%	\$ 169,560.00	\$ 9,420.00	\$ 9,420.00	
ENGINEERING SUBTOTAL		\$ 243,300.00			\$ 218,970.00	\$ 12,165.00	\$ 12,165.00	
Administration	Description	Total	Federal	State	Federal	State	Local	
	Independent Fee Estimate (Becher Hoppe)	\$ 3,900.00	90.00%	5.00%	\$ 3,510.00	\$ 195.00	\$ 195.00	
	City of Grand Rapids – Administrative Costs	\$ 2,000.00	90.00%	5.00%	\$ 1,800.00	\$ 100.00	\$ 100.00	
ADMINISTRATION SUBTOTAL		\$ 5,900.00			\$ 5,310.00	\$ 295.00	\$ 295.00	
Total (before adjustments)		\$ 249,200.00			\$ 224,280.00	\$ 12,460.00	\$ 12,460.00	
Grant Amounts		\$ 249,200.00			\$ 224,280.00	\$ 12,460.00	\$ 12,460.00	
Overall Share Percentages			90.00%	5.00%	90.00%	5.00%	5.00%	



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14th, 2024

AGENDA ITEM: Consider approving Quit Claim Deeds for parcels 91-425-2110, 91-415-4410, 91-415-4415 and 91-425-1310.

PREPARED BY: Matt Wegwerth

BACKGROUND:

When the undeveloped streets and alleys were vacated on these parcels the city retained utility easements over them. Due to the fact there are no utilities operated or maintained within these easements any longer staff is recommending conveying the property located within the easements back to the property owner.

REQUESTED COUNCIL ACTION:

Make a motion approving Quit Claim Deeds for parcels 91-425-2110, 91-415-4410, 91-415-4415 and 91-425-1310.

QUIT CLAIM DEED

STATE DEED TAX DUE HEREON: \$1.65

Date: _____, 2024

FOR VALUABLE CONSIDERATION, **The City of Grand Rapids**, a municipal corporation under the laws of Minnesota, Grantor, hereby conveys and quitclaims to **MICHAEL L. KELLIN TRUSTEE**, a public body corporate and politic under the laws of Minnesota, Grantee, real property in Itasca County, Minnesota, for Parcel No. 91-425-2110 described as follows:

East Fifteen Feet (E. 15') of vacated Seventh Avenue Northeast between Through Highway #2 and that portion of Third Street lying West of Seventh Avenue Northeast.

together with all hereditaments and appurtenances belonging thereto.

Grantor covenants and represents that:

- (1) This Deed conveys after-acquired title; and
- (2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or encumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: easements, covenants, reservations, restrictions of record TOGETHER WITH THE FOLLOWING conditions and covenants: None.

Check if applicable:

- The Seller Certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.

_____ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

CITY OF GRAND RAPIDS

BY: _____
TASHA CONNELLY
Its Mayor

ATTEST: _____
KIMBERLY GIBEAU
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 16th day of August 2024, by Tasha Connelly, and Kimberly Gibeau, the Mayor and Clerk of the City of Grand Rapids, a Minnesota municipal corporation, on behalf of the corporation.

Chad B. Sterle
Acknowledgement

Tax Statements for the real property described in this instrument should be sent to:

Public Works Director / City Engineer
ATTN: Matt Wegwerth
420 N Pokegama Avenue
Grand Rapids, MN 55744

THIS INSTRUMENT WAS DRAFTED BY:

STERLE LAW OFFICE
502 NW 5TH Avenue
Grand Rapids, MN 55744
218-326-9646

QUIT CLAIM DEED

STATE DEED TAX DUE HEREON: **\$1.65**

Date: _____, 2024

FOR VALUABLE CONSIDERATION, The City of Grand Rapids, a municipal corporation under the laws of Minnesota, Grantor, hereby conveys and quitclaims to LCDJ LLC, a limited liability company organized under the laws of Minnesota, Grantee, real property in Itasca County, Minnesota, for Parcel No. 's: 91-415-4410 and 91-415-4415 described as follows:

That part of 7th Avenue NE vacated in Document No. 47065, lying adjacent to and easterly of Lots 1 through 6, Block 44, GRAND RAPIDS FIRST DIVISION, according to the recorded plat thereof, Itasca County, Minnesota.

together with all hereditaments and appurtenances belonging thereto.

Grantor covenants and represents that:

- (1) This Deed conveys after-acquired title; and
- (2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or encumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: easements, covenants, reservations, restrictions of record TOGETHER WITH THE FOLLOWING conditions and covenants: None.

Check if applicable:

- The Seller Certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.

_____ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

CITY OF GRAND RAPIDS

BY: _____
TASHA CONNELLY
Its Mayor

ATTEST: _____
KIMBERLY GIBEAU
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 9th day of October 2024, by Tasha Connelly, and Kimberly Gibeau, the Mayor and Clerk of the City of Grand Rapids, a Minnesota municipal corporation, on behalf of the corporation.

Chad B. Sterle
Acknowledgement

Tax Statements for the real property described in this instrument should be sent to:

Public Works Director / City Engineer
ATTN: Matt Wegwerth
420 N Pokegama Avenue
Grand Rapids, MN 55744

THIS INSTRUMENT WAS DRAFTED BY:

STERLE LAW OFFICE
502 NW 5TH Avenue
Grand Rapids, MN 55744
218-326-9646

QUIT CLAIM DEED

STATE DEED TAX DUE HEREON: **\$1.65**

Date: _____, 2024

FOR VALUABLE CONSIDERATION, The City of Grand Rapids, a municipal corporation under the laws of Minnesota, Grantor, hereby conveys and quitclaims to HERNESMAN BROTHERS PARTNERSHIP, a partnership organized under the laws of Minnesota, Grantee, real property in Itasca County, Minnesota, for Parcel No. 91-425-1310 described as follows:

That part of 7th Avenue NE (platted as Blaine Avenue) vacated in Document No. 47065, lying adjacent to and westerly of Lot 1, Block 13, THIRD DIVISION OF GRAND RAPIDS, according to the recorded plat thereof, Itasca County, Minnesota.

together with all hereditaments and appurtenances belonging thereto.

Grantor covenants and represents that:

- (1) This Deed conveys after-acquired title; and
- (2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or encumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: easements, covenants, reservations, restrictions of record TOGETHER WITH THE FOLLOWING conditions and covenants: None.

Check if applicable:

- The Seller Certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.

_____ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

CITY OF GRAND RAPIDS

BY: _____
TASHA CONNELLY
Its Mayor

ATTEST: _____
KIMBERLY GIBEAU
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 9th day of October 2024, by Tasha Connelly, and Kimberly Gibeau, the Mayor and Clerk of the City of Grand Rapids, a Minnesota municipal corporation, on behalf of the corporation.

Chad B. Sterle
Acknowledgement

Tax Statements for the real property described in this instrument should be sent to:

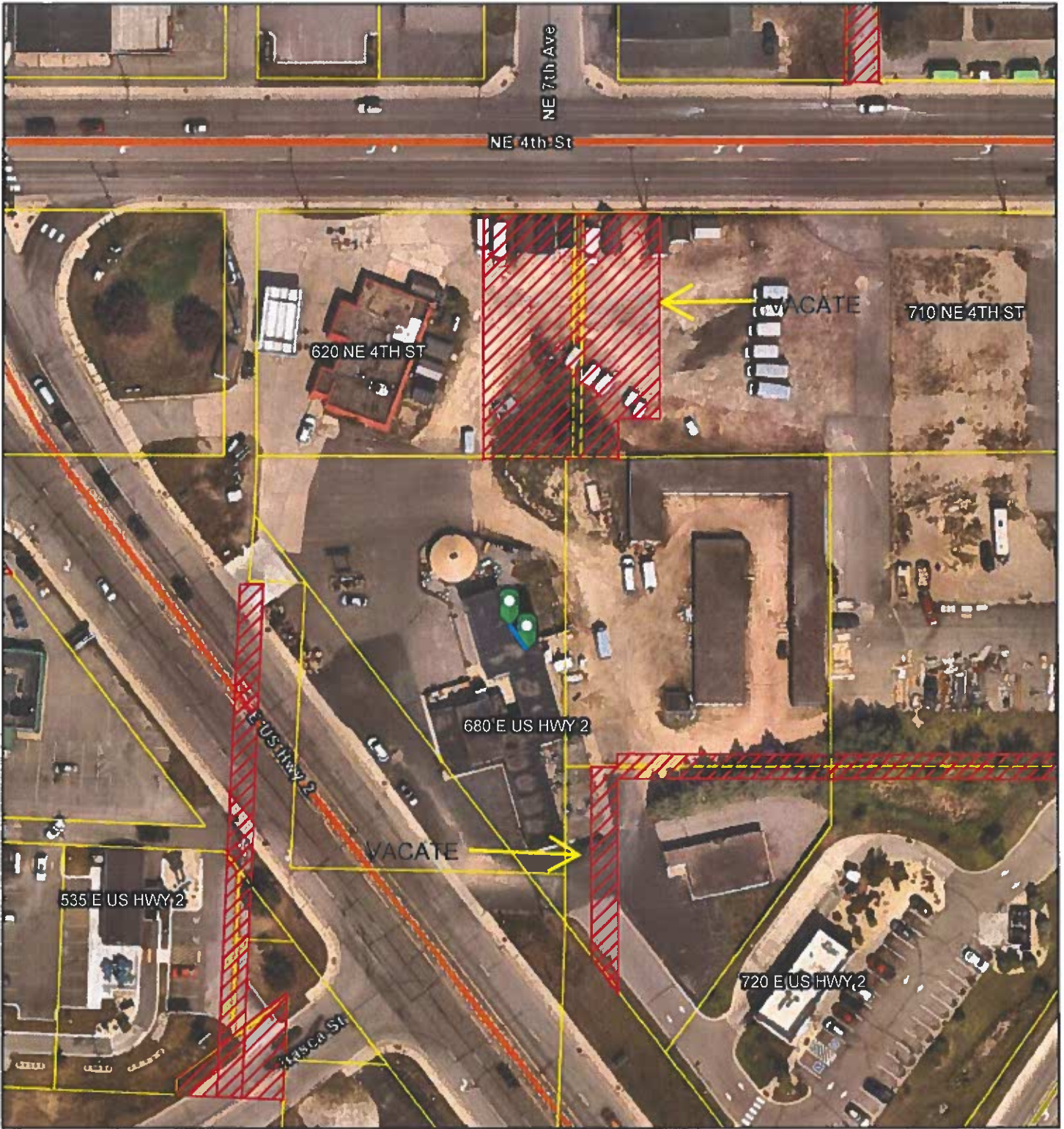
Public Works Director / City Engineer
ATTN: Matt Wegwerth
420 N Pokegama Avenue
Grand Rapids, MN 55744

THIS INSTRUMENT WAS DRAFTED BY:

STERLE LAW OFFICE
502 NW 5TH Avenue
Grand Rapids, MN 55744
218-326-9646

Portal Online Map

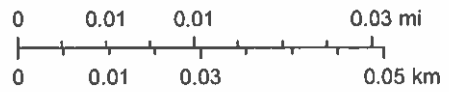
Item 6.



7/16/2024, 12:45:43 PM

1:1,526

- Override 1
- Site Address
- Easements**
- Active
- Grand Rapids Parcels



City of Grand Rapids, City of Grand Rapids/Iasca County



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2024

AGENDA ITEM: Consider authorizing the retirement and sale of surplus assets

PREPARED BY: Matt Wegwerth

BACKGROUND:

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

REQUESTED COUNCIL ACTION:

Make a motion to authorize the retirement and sale of surplus assets to be sold at auction or through the Enterprise Fleet Program from Public Works, Building Maintenance and the Grand Rapids-Itasca County Airport.

2024 Sale/Auction Item List

PW#	Fixed Asset #		VIN/SERIAL#
255	701-70-1000	2006 CHEVROLET 3500 W/SERVICE BOX	1GBJK34U36E276508
262	101-70-4024	2015 CHEVROLET 3500 4X4 2DR PICK-UP	1GC3KYCGOFZ138401
263	101-70-4027	2016 GMC SIERRA 2500 4X4 4DR PICK-UP	1GT12REG8GF212175
290	101-70-4002	1997 FORD 3/4TON F250	1FTHF25H9VEB83095

CD#	Fixed Asset #		VIN/SERIAL#
CD01		2018 RAM 1500	1C6RR7FT6JS288529
CD03		2019 RAM 1500	1C6RR7ST2KS673044
CD04		2019 RAM 1500	1C6RR7ST4KS716928

AIRPORT #	Fixed Asset #		VIN/SERIAL#
AP86/BM		2019 RAM 1500	1C6RR7ST2KS716927



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2024

AGENDA ITEM: Consider the adoption of a resolution approving a conveyance of certain property owned by the City to the Grand Rapids Economic Development Authority.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

In 2006 the City of Grand Rapids received a charitable land donation from CVA Grand Rapids Partners. The 1.85-acre parcel is located adjacent to Willow Park on 4th Avenue SE, Parcel No 91-028-1208). This is an undeveloped property which is zoned R-4 (Multi-family Residential-High Density).

GREDA has received a Letter of Intent for the purchase of this property for the development of 32 units of housing and will be considering entering into a Preliminary Development Agreement at their October 10 meeting. Any action to approve the Preliminary Development Agreement, at that meeting, will be contingent upon the City conveying the property to GREDA, as proposed under this requested action.

REQUESTED COUNCIL ACTION:

Make a motion to approve the adoption of a resolution approving a conveyance of certain property owned by the City to the Grand Rapids Economic Development Authority.

CITY OF GRAND RAPIDS

RESOLUTION NO. _____

RESOLUTION APPROVING CONVEYANCE OF CERTAIN PROPERTY OWNED BY THE CITY TO THE GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

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

Section 1. Recitals.

1.01. The City is the owner of certain property located in Grand Rapids, Minnesota (PID No. 91-028-1208) legally described as set forth in Exhibit A attached hereto (the “City Property”).

1.02. The City intends to convey the City Property to the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota (the “EDA”), for future a multifamily housing development.

1.03. The Authority and the City have followed applicable statutory provisions, including but not limited to, Minn. Stat. § 465.035 and Minn. Stat. § 471.64.

1.04. The City Council has determined that the conveyance of the City Property as described in this resolution is in the best interest of the City and its residents.

Section 2. Sale of City Property Approved; Further Proceedings.

2.01. The City Council hereby approves the conveyance of the City Property to the EDA and any other documents relating to the conveyance of the City Property to the EDA including but not limited to a quit claim deed (the “Conveyance Documents”).

2.02. The Council hereby authorizes the Mayor and City Administrator, in their discretion and at such time, if any, as they may deem appropriate, to execute the Conveyance Documents on behalf of the City, and to carry out, on behalf of the City, the City’s obligations thereunder when all conditions precedent thereto have been satisfied.

2.03. City staff and officials are authorized to take all actions necessary to perform the City’s obligations hereunder, including without limitation execution of the Conveyance Documents.

Approved by the City Council of the City of Grand Rapids, Minnesota this 14th day of October, 2024.

Mayor

ATTEST:

Its: City Clerk

EXHIBIT A**Legal Description of City Property**

That part of Government Lot 2, Section 28, Township 55 North, Range 25 West of the Fourth Principal Meridian, described as follows: Commencing at the southwest corner of said Lot 2; thence EAST, assumed bearing along the south line of said Lot 2, a distance of 910.39 feet; thence North 0 degrees 03 minutes 10 seconds West 240.00 feet; thence North 30 degrees 06 minutes 48 seconds West 105.20 feet to the point of beginning of the tract to be described; thence North 30 degrees 06 minutes 48 seconds West 369.58 feet to intersect the west line of the east 662.65 feet of said Lot 2; thence South 0 degrees 05 minutes 42 seconds West 151.84 feet along said west line to its intersections with the south line of the north 160.00 feet of the south half of said Lot 2; thence North 89 degrees 53 minutes 16 seconds West 400.50 feet along said south line of the north 160.00 feet to its intersection with the easterly line of 4th Avenue Southeast according to the plat of CLOVER SECOND ADDITION TO GRAND RAPIDS, according to the plat thereof on file and of record in the office of the County Recorder, Itasca County, Minnesota; thence South 29.69 feet along said easterly line; thence continuing long said easterly line, along a curve concave to the northwest, central angle 28 degrees 16 minutes 09 seconds, radius 155.70 feet, for a distance of 76.82 feet; thence South 74 degrees 55 minutes 43 seconds East 46.35 feet; thence easterly 28.97 feet along a curve, concave to the north, central angle 15 degrees 05 minutes 16 seconds, radius 110.00 feet; thence North 89 degrees 59 minutes 01 seconds East 245.53 feet; thence southeasterly 52.36 feet, along a curve, concave to the southwest, central angle 60 degrees 00 minutes 00 seconds, radius 50.00 feet; thence South 17 degrees 07 minutes 45 seconds East 25.58 feet along a non-tangential line; thence East 234.98 feet to the point of beginning.

Quit Claim Deed

Deed Tax Due: \$ _____

Date: October __, 2024

Total Consideration for this transfer is \$3000 or less.

FOR VALUABLE CONSIDERATION, the City of Grand Rapids, a municipal corporation under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota, Grantee, real property in Itasca County, Minnesota, described as follows:

See Exhibit A attached hereto.

Check here if part or all of the land is Registered (Torrens)

together with all hereditaments and appurtenances.

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

City of Grand Rapids

By _____
Tasha Connelly
Its Mayor

By _____
Thomas Pagel
Its City Administrator

STATE OF MINNESOTA }
 } ss.:
COUNTY OF ITASCA }

The foregoing was acknowledged before me this _____ day of October, 2024, by Tasha Connelly and Thomas Pagel, the Mayor and City Administrator, respectively, of the City of Grand Rapids, a municipal corporation organized under the laws of the State of Minnesota, on behalf of the municipal corporation, Grantor.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:

Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

Grand Rapids Economic Development Authority
420 North Pokegama Avenue
Grand Rapids, MN 55744

Exhibit A

That part of Government Lot 2, Section 28, Township 55 North, Range 25 West of the Fourth Principal Meridian, described as follows: Commencing at the southwest corner of said Lot 2; thence EAST, assumed bearing along the south line of said Lot 2, a distance of 910.39 feet; thence North 0 degrees 03 minutes 10 seconds West 240.00 feet; thence North 30 degrees 06 minutes 48 seconds West 105.20 feet to the point of beginning of the tract to be described; thence North 30 degrees 06 minutes 48 seconds West 369.58 feet to intersect the west line of the east 662.65 feet of said Lot 2; thence South 0 degrees 05 minutes 42 seconds West 151.84 feet along said west line to its intersections with the south line of the north 160.00 feet of the south half of said Lot 2; thence North 89 degrees 53 minutes 16 seconds West 400.50 feet along said south line of the north 160.00 feet to its intersection with the easterly line of 4th Avenue Southeast according to the plat of CLOVER SECOND ADDITION TO GRAND RAPIDS, according to the plat thereof on file and of record in the office of the County Recorder, Itasca County, Minnesota; thence South 29.69 feet along said easterly line; thence continuing long said easterly line, along a curve concave to the northwest, central angle 28 degrees 16 minutes 09 seconds, radius 155.70 feet, for a distance of 76.82 feet; thence South 74 degrees 55 minutes 43 seconds East 46.35 feet; thence easterly 28.97 feet along a curve, concave to the north, central angle 15 degrees 05 minutes 16 seconds, radius 110.00 feet; thence North 89 degrees 59 minutes 01 seconds East 245.53 feet; thence southeasterly 52.36 feet, along a curve, concave to the southwest, central angle 60 degrees 00 minutes 00 seconds, radius 50.00 feet; thence South 17 degrees 07 minutes 45 seconds East 25.58 feet along a non-tangential line; thence East 234.98 feet to the point of beginning.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10/14/2024
AGENDA ITEM: Adoption of Climate Action Plan
PREPARED BY: Dan Swenson

BACKGROUND:

On September 19, 2024, the City Council was presented the Draft Climate Action Plan at their work session. The Climate Action Plan was created by the Climate Action Advisory Committee over the last several months.

The City Council established the Climate Action Advisory Committee in April of 2024. The committee was established based on a resolution from January 24, 2022, in part to complete the Climate Action Plan.

The plan fulfills those resolutions by describing how the city is planning to address the challenges ahead.

REQUESTED COUNCIL ACTION:

Adopt the Climate Action Plan.

City of Grand Rapids Climate Action Plan



Introduction

Climate Emergency Resolution

On January 24, 2022, the City of Grand Rapids adopted a resolution that declared a climate emergency. The city resolved to work for “a just transition and climate emergency mobilization effort” and:

- Complete and Implement a Climate Action Plan.
- Fully implement our autonomous vehicle shuttle program.
- Continue serving as a regional leader and share our experience with the Grand Rapids Solar Garden project and autonomous electric vehicle project so that other communities may learn from us and implement similar ideas.

This document fulfills those resolutions by describing how the city is planning to address the challenges ahead. This document does not propose requirements, prescriptions, or mandates. There’s a good reason for that: much of this work is under development. Today’s technological advances may improve old solutions. And the challenges ahead are uncertain. Drought and wildfires were concerns when the resolution was passed nearly three years ago. This past year has brought record rain events. The committee recognizes that there are many climate challenges.

About the Grand Rapids Climate Action Planning Process

The City Council established its Climate Action Advisory Committee in April 2024, appointing Amy Blomquist, Simon Gretton, Garrett Holl, and Bill Schnell to the committee. Amber Smith joined the committee and became a valued member. Sam Friesen introduced the committee to the concept of operational and embodied carbon and suggested several ideas for implementation.

City Councilor Molly MacGregor represented the council. City Administrator Tom Pagel, Public Works Director Matt Wegwerth, Assistant Community Development Director Dan Swenson, and Public Utilities Manager Julie Kennedy were assigned to support the committee. The committee met six times to review materials and draft this report.

Public comment was requested by Monday, September 16th. Those comments and the draft report were presented to the City Council at its September 23rd work session and scheduled for final approval at the October 14th meeting of the City Council.

Resilience is the Goal

Some community-based climate action plans start with a statement of greenhouse gases produced and emitted in the city, and then set forth strategies to reduce greenhouse gases, sector by sector. The Grand Rapids Climate Action Advisory Committee reviewed this approach for its climate action plan and decided to focus on specific projects that the city has identified for climate action rather than committing to specific reductions in greenhouse gases.

This approach is practical: the City of Grand Rapids does not have the capacity to calculate greenhouse gases generated within the city. Assigning a reduction goal would be arbitrary and potentially divisive, pitting sector against sector.

The committee decided instead to focus its efforts on preparing for resiliency, which it defined as the ability to thrive in the face of change. Resilience is the ability to anticipate, prepare for, and adapt to changing conditions and respond to, withstand, and recover from disruptions through planning and technical solutions. The committee agreed that resiliency should:

- 1) Assure that the City's buildings can accommodate variability in climate, that is, able to withstand heat, cold, floods and drought.
- 2) Assure that the City's infrastructure can withstand variability in climate, so that interruptions to electrical, water, waste services are minimized.
- 3) Work to reduce carbon-based fuels used in city operations.
- 4) Work to reduce carbon emissions embodied in city buildings and fleets.
- 5) Support healthy air, land and water, diverse recreation opportunities, and community events that build pride of place.

What are others doing?

The committee reviewed climate action plans from several small cities: including Bemidji, Grand Marais, Northfield, and Faribault. These plans proposed ways to reduce dependence on fossil fuels, one (Faribault) by reducing the amount the city spends on fossil fuels. Below is the link to those plans:

BEMIDJI

<https://www.ci.bemidji.mn.us/index.asp?SEC=A5D5A529-B582-4BE4-A34E-76BOA43E3A06>

FAIRBAULT

<https://www.ci.faribault.mn.us/DocumentCenter/View/6437/Faribault-Climate-Adaptation-Plan-120620?bidId=>

GRAND MARAIS

<https://www.ci.grandmarais.mn.us/cap#:~:text=In%20response%2C%20the%20Grand%20Marais,climate%20change.%20In%202018%20a>

NORTHFIELD

<https://www.northfieldmn.gov/1306/Sustainability>

The State of Minnesota pledged to reduce Greenhouse Gas (GHG) emissions by half by 2030. Learn more about how that goal was reached by linking to the State's Climate Action Framework here:

<https://climate.state.mn.us/minnesotas-climate-action-framework>

According to the State, the largest sources of greenhouse gases in Minnesota are transportation and building operations, which both rely on the use of fossil fuels. Learn more about how the State calculated the sources of greenhouse gases and set goals for reduction at this link:

<https://climate.state.mn.us/sites/climate-action/files/Greenhouse%20gas%20emissions%20analysis.pdf>

The State's plan has goals for clean transportation, climate-smart lands, resilient communities, clean energy buildings, healthy communities, and clean economy. The City of Grand Rapids plan

proposes goals in the areas of rain gardens, solar power, transportation, and waste. The city has already made accomplishments in these areas; the collective effect of adding new goals will strengthen the resilience of the City to climate challenges.

The Plan

What the City of Grand Rapids has done and what this plan proposes to do...

The City of Grand Rapids has taken steps to prepare for climate resiliency in multiple ways. The following is a summary of what has been done, a link for more information and the proposed action for maintaining or achieving the accomplishment. These are actions that the city is committed to which advance public health, safety and welfare and help achieve resilience for climate challenges. The projects of this plan are intended to be resilient responses to today's challenges consistent with the City's track record of developing positive solutions to municipal challenges in northern Minnesota.

These accomplishments and proposals are presented in the following categories:

- 1) Rain Gardens, enhancing resiliency of urban lands.
- 2) Solar Power, providing clean power.
- 3) Transportation, reducing greenhouse gases.
- 4) Waste, finding new ways to recycle and reuse.

Rain Gardens – advancing resiliency of urban lands

The City has used rain gardens to filter sediment and pollutants for more than 15 years. Rain gardens need to be maintained over time. A rain garden is, at its core, a garden that collects rainwater, holds it for a limited amount of time, and filters it before slowly releasing the water into the ground. It collects rainwater from impervious surfaces like roofs, pavements, driveways, patios, parking lots, or waterlogged yards, allowing the water to slowly seep back into the ground, preventing runoff from reaching local waterways.

The installation of rain gardens can be essential for the health of our waterways. Rain gardens guard our waterways against nonpoint source pollutants contained in runoff water. By gathering and filtering stormwater, rain gardens also reduce the flashiness of storm events. That protects water quality and reduces downstream erosion.

The City of Grand Rapids currently has twenty-nine rain gardens in its inventory. It began constructing modified rain gardens as part of a 2008 street reconstruction project on First Avenue Northwest. Since the rain gardens are not large enough to be used solely as infiltration basins, they are connected and allowed to discharge to the city's storm sewer system.

Link to a report of the original rain garden project:

<https://mnlrap.umn.edu/sites/cts.umn.edu/files/2023-09/mnlrap-operastormwaterpollutantremoval-2011.pdf>

PROPOSED ACTION RAIN GARDENS

The city continues to install, clean, and maintain rain gardens throughout the community. This will be an ongoing effort to:

- Identify rain gardens that need maintenance.
- Discuss with neighborhoods the feasibility of neighborhoods adopting a rain garden to maintaining it.

Solar Power: providing clean power

In 2022, the Itasca Clean Energy Solar Plus Battery Storage Project started operating. This is a large solar array south of town, near the airport. It currently supplies about 10 percent of the electricity used in the community. <https://cityofgrandrapidsmn.com/utilities/page/itasca-clean-energy-solar-plus-battery-storage-project>

The solar array is located on 15 acres of City land, and within the GPZ airport zone B. Development of this property is restricted due to the proximity to the airport, so the project doesn't compete with economic development.

The solar power flows directly into the grid unless it is being used to charge the battery. A typical household uses approximately 886 kWh per month. The solar array produces 63 MWh to 553 MWh per month, enough to power about 10 percent of the city's needs, year-round. The Heliene bi-facial panels also generate from the underside of the panels, so power is generated even when covered with snow.

This project is possible because of the work of volunteers from the Itasca Clean Energy Team, leadership of the Grand Rapids Public Utilities Commission, and assistance from Minnesota Power. The site operator pays about \$5,000 a year to the City of Grand Rapids to produce energy on the site.

Lighting at Grand Rapids Area Library

Three solar panels were installed at the Grand Rapids Area Library in 2016, intended to provide part of the power the library needs. https://www.grandrapidsmn.com/news/here-comes-the-sun/article_18225982-d758-11e5-8949-23872b941182.html

This solar installation was part of the 2016 Riverfront Energy Project. The panels were removed in 2022. Another 2016 project was the partnership of the City, UPM Paper Mill to use steam heat for the Grand Rapids Area Library and the swimming pool in the Itasca County YMCA. That project has been extremely successful and has reduced the city's use of fossil fuels for heat, as nearly 90 percent of the library's heat is steam from the paper mill. The City's bill for the remaining 10 percent is less than \$4,000 per year. However, the library spends about \$33,000 annually on electricity. Restoring solar panels to the library could provide a low-cost source and low carbon source of electricity for the building.

Solar canopies and battery storage at parking lots

Solar Panels in parking lots help produce clean energy close to where it's needed, reducing our dependence on polluting fossil fuels and the need for costly transmission lines. Solar canopies can also power EV charging infrastructure. Parking lot solar panels also conserves open space directing development to the built environment, protecting open space areas and habitat.

PROPOSED ACTION SOLAR

- The City of Grand Rapids supports development of non-carbon-based power sources, including solar power at its parking lots, public buildings and neighborhoods.
- The City of Grand Rapids will explore restoring solar panels to the Grand Rapids Area Library and swap out the library's lightbulbs for LED lights to reduce its electric bill.

Manage Transportation to Reduce Greenhouse Gases

Transportation contributes to greenhouse gas emissions due to fossil fuels that power personal vehicles as well as vehicle fleets. Grand Rapids maintains:

- 93 miles of paved streets in the city,
- 13 miles of alleys
- 49 miles of sidewalks
- 21 miles of trails

Daily traffic on these streets is the equivalent of one million vehicle miles per day. The city's ability to reduce greenhouse gases from vehicle traffic is accomplished by providing alternate forms of transportation, including walking, bicycling, transit, and autonomous vehicles.

And there are ways to encourage changes in vehicle use, such as replacing intersections with roundabouts. Roundabouts and other traffic management activities have reduced carbon emissions due to idling.

Reducing Idling

The City of Grand Rapids manages traffic to reduce stops and idling by reviewing patterns and use, removing stop signs, and adding compact roundabouts or full roundabouts. Idling reduces the vehicle's fuel economy, costs, and creates pollution. Idling for more than 10 seconds uses more fuel and produces more emissions than stopping and restarting the car.

Researchers estimate that idling from heavy-duty and light-duty vehicles combined wastes about six billion gallons of fuel annually. About half of that is attributable to personal vehicles, which generate around 30 million tons of carbon dioxide every year just by idling.

Installing roundabouts in place of traffic signals or stop signs has been found to reduce carbon monoxide emissions by 15-45 percent, nitrous oxide emissions by 21-44 percent, carbon dioxide emissions by 23-34 percent and hydrocarbon emissions by up to 40 percent (Hu et al., 2014; Várhelyi, 2002).

Constructing roundabouts in place of traffic signals or stop signs reduced fuel consumption by an estimated 23-34 percent (Hu et al., 2014; Várhelyi, 2002; Höglund & Niittymäki, 1999).

While the impact of idling may be small on a per-car basis, the impact of the 250 million personal vehicles in the U.S. adds up. For saving fuel and reducing emissions, eliminating the unnecessary idling of personal vehicles is the same as taking 5 million vehicles off the roads.

https://afdc.energy.gov/files/u/publication/idling_personal_vehicles.pdf

<https://cleancities.energy.gov/technical-assistance/idlebox/>

Becoming EV Friendly

The City of Grand Rapids is becoming EV-friendly, by providing multiple and convenient opportunities for EV chargers, which have been installed with assistance from GM car dealership; the system enables the city to collect information on use of the EV chargers. There are 24 chargers in town, located in NW sector and downtown Grand Rapids. These chargers are available for use by residents and visitors.

Adding Autonomous Vehicles

Encouraging the use of Autonomous Vehicles also has the potential to reduce greenhouse gases. GoMarti is an autonomous vehicle pilot project serving a 17 square mile area. This project continues through 2026; the City can sustain it beyond that date.

Converting to LED Lights for Streets and Buildings

The city has been changing out its incandescent bulbs with LED bulbs over the past 10 years. Doing so has reduced costs as well as reduced carbon emissions. Many cities are doing the same: Xcel Energy has switched out incandescent bulbs with streetlights in the 350 communities it serves in Minnesota.

LED fixtures use approximately 40-60 percent less electricity than HPS lights and have a longer life, which means less maintenance and fewer replacements. Moreover, the replacement lights are Dark Sky compliant. Dark sky compliance refers to outdoor lighting installations that reduce light pollution, avoid disrupting natural ecosystems, and promote a generally safe and healthy night environment.

Being dark sky compliant involves installing light fixtures that:

- Restrict light directed toward the night sky.
- Reduce or avoid glare.
- Reduce or avoid over-lighting.
- Have customization options such as dimmers or related controls; and
- Lessen blue light that appears at nighttime.
- Moreover, dark sky-compliant fixtures must be fully covered with a specific color temperature no higher than 3,000 Kelvin (K) and must be bound by specific wattage requirements.

The International Dark Sky Association suggests Five Principles for Responsible Outdoor Lighting, which are useful, targeted, low level, controlled and warm colored. Link here to learn more about dark skies: <https://darksky.org/resources/guides-and-how-tos/lighting-principles/>

Information about the City of Grand Marais's 2023 proclamation to become a Dark Sky city link: <https://wtip.org/city-council-makes-dark-sky-proclamation-and-continues-eda-hra-merger-discussions/>

PROPOSED ACTION TRANSPORTATION

- The City is committed to reducing carbon emissions by reducing opportunities for carbon emissions from idling vehicles. Roundabouts will be reviewed where appropriate for future street and development projects.
- The City has a Complete Street Plan that guides all street, trail and transit projects. Update this plan to assure that climate resilience is considered in implementation.
- The City should continue the practice of replacing incandescent bulbs with LEDs and should investigate how to receive the Dark Sky Compliance ranking, which is available for small cities. This designation has been an attraction for tourists from other small cities in northern Minnesota.

Waste: Finding new ways to recycle and reuse

In 2025, the City of Grand Rapids can reduce carbon and methane emissions from waste by convening a work group to consider alternatives to the current city garbage hauling contract, including adding management of recycling, organics composting and yard waste composting, as well as addressing the need for reducing truck transport of the city waste.

The City supports the establishment of the Keewatin Municipal Solid Waste Facility. Historically, Itasca County has transported solid waste to a location approximately 150 miles away. Transport of waste resulted in 886 metric tons of carbon dioxide emitted annually. Disposing at Keewatin would have eliminated nearly 800 tons of metric carbon dioxide from transportation.

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>.

The General Waste and Recycling industrial landfill outside of Keewatin is currently permitted for four unlined Class II C&D landfill cells and two lined industrial landfill cells. Class II C&D landfills are permitted to accept incidental nonrecyclable packaging consisting of paper, cardboard, and plastic, and demo-like industrial wastes comprised of wood, concrete, porcelain fixtures, shingles, and window glass.

Converting the Keewatin Landfill to a municipal solid waste (MSW) landfill will require Certificate of Need (CON) approval from the Commissioner of the Minnesota Pollution Control Agency (MPCA). Potential MSW landfills are required to undergo an environmental review that analyzes such items as endangered species, archeologic impacts, surface water impacts, and groundwater impacts, as well as specifying the design technologies being presented to mitigate those potential impacts.

The climate action plan is supportive of the Itasca County Solid Waste Management Plan and finding a local option for the solid waste management needs of the city, that will reduce the cost per ton savings, estimated fuel usage, greenhouse gas, and total fuel cost. Link here for the Itasca Solid Management Plan and ordinance:

<https://www.co.itasca.mn.us/568/SolidWaste#:~:text=The%20County's%20Solid%20Waste%20Program.residential%20garbage%20and%20recycling%20collection.>

The report on Minnesota's solid waste management program:
<https://www.pca.state.mn.us/sites/default/files/lrw-sw-1sy23.pdf>

PROPOSED ACTION WASTE

- 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.

Implementing Climate Action

Identifying sources of carbon: operational and embodied

There is a difference between carbon emissions resulting from operations and carbon embodied in buildings and operations. Here's a link to help explain this concept:

<https://www.istructe.org/resources/guidance/carbon-embodied-operational/>

There are specific solutions for each.

Operational carbon is emitted in the heating and cooling of buildings; the resilient response is to weatherize the building and to use equipment for heating and cooling that reduces the need for fossil fuels.

Operational carbon results from a building's electrical load; the resilient response is to install smart controls that reduce the use of fossil fuels.

Operational carbon is emitted by automobiles, trucks and other vehicles, some used by residents or visitors, others necessary for commerce or trade. Resilient responses are 1. Develop efficiency standards for vehicles that reduce use of fossil fuels 2. Develop transportation infrastructure that reduces idling, such as replacing stop lights with roundabouts. 3. Additional reductions are achieved by increasing opportunities for electric vehicles throughout the community, including visitors, tradespeople as well as residents.

Embodied carbon is found in buildings, streets, sidewalks and operations of city services. Embodied carbon can be reduced by use of low carbon materials, decreasing the width of streets and areas adjacent to roads, increasing locations for storm surge and plan for "craft" transportation.

The City can reduce carbon in its operations by increasing non-carbon sources of electrification through policy and projects.

The City Council recommends that the Grand Rapids Public Utility Commission (GRPUC) adopt a policy to support wholesale electric providers that prioritize carbon-free energy generation.

For example, the Grand Rapids Public Utilities Commission is exploring how the City can mesh its electric loads with capital improvements to reduce carbon-based sources of electricity. To support this goal, the Public Utilities Commission is mapping its load distribution and updating its electric distribution system. The process starts in October 2024, as the Public Utilities Commission begins to review and update its strategic plan.

The City can reduce embodied sources of carbon by helping organizations and residents choose resiliency in housing.

The City of Grand Rapids will work with Kootasca, the Itasca County HRA, housing developers and other stakeholders to encourage the building of affordable, low carbon, climate resilient housing, and as appropriate implement a local zoning, permitting, and regulatory process that encourages these efforts.

Provide outreach about the use of green materials in newly built or renovated housing in the City of Grand Rapids, per the state building code. The goal is a series of fact sheets about green or climate resilient building materials to be provided to those receiving permits from the city. The Grand Rapids Public Utilities Commission is expanding its information and outreach activities to provide residents guidance on choosing green building materials and achieving climate resilience.

Healthy Materials Lab has a variety of resources for people interested in healthy building design.

https://link.edgepilot.com/s/40c033b8/_QThB6mvC0KrOVEQ0k9QTA?u=https://healthymaterialslab.org/

Builders for Climate Action has a variety of tools for helping builders, architects, city planners and policy makers work towards net zero and low carbon building reduction.

https://link.edgepilot.com/s/3e248c6b/OB252qaH_0OFbxjaWyGeJw?u=https://www.buildersforclimateaction.org/

The work of preparing for and implementing measures to be resilient begins with this plan. The six steps below are a model for identifying and reviewing climate resiliency. The committee recommends that the City of Grand Rapids take the following steps:

1. Inventory energy use of all city buildings.
2. Starting with the largest loads in city buildings, identify the equipment needing to be replaced and set goals for updating it.
3. Ensure relevant people in the city are up to speed on these concepts to maximize opportunities and know which resources are available to implement this plan.
4. Outreach should be done to help city residents become aware of the need for climate resiliency.
5. Offer local educational opportunities about the concepts and resources of climate resiliency.
6. Identify ways to inform residents about options for resilient building when they apply for permits for new construction.

The Grand Rapids Climate Action Advisory committee believes outreach is one of the most effective strategies for educating its citizens about the opportunities to promote climate resilience. Some of this outreach will be provided by the Public Utilities commission which plans to hire a staff person next year. Outreach will help residents navigate the process of adding solar panels or buying an EV, and to show them how to apply for solar or EV rebates as well as streamlining any permitting that may be needed.

Monitor and report on Progress:

Task city staff to report on progress to City Council annually AND as needed through 2027 and update the plan in 2027.

DRAFT



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2024

AGENDA ITEM: Consider approval of two resolutions authorizing two grant requests to MN IRRR for two Downtown commercial redevelopment projects.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

Staff has been working with the owner of two vacant commercial buildings in the Downtown. The buildings are located at 16 NE 3rd St. and 210 N. Pokegama Avenue, and both were formerly professional office buildings. The owners intend to renovate the structures and convert them to a retail use.

The project qualifies for two IRRR grant programs. The two resolutions attached for approval authorizes an application to the IRRR Public Works and Commercial Redevelopment Program.

REQUESTED COUNCIL ACTION:

Make a motion to approve two resolutions authorizing two grant requests to MN IRRR for two Downtown commercial redevelopment projects.

Councilor _____ introduced the following resolution and moved for its adoption:

**City of Grand Rapids, Minnesota
RESOLUTION NO. 24-__**

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO MAKE APPLICATION TO AND
ACCEPT FUNDS FROM THE MINNESOTA DEPARTMENT OF COMMERCIAL REDEVELOPMENT
GRANT PROGRAM**

WHEREAS THE authorizing authority approves of the attached application for the City of Grand Rapids, Minnesota for interior demolition and hazardous material remediation costs associated with redevelopment of two vacant commercial buildings in Downtown Grand Rapids located at 210 N. Pokegama Ave. and 16 NE 3rd Street, Grand Rapids, MN 55744; and

WHEREAS THE authorizing authority hereby agrees to accept funding for the underlying project if approved by the IRRRB.

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

Adopted by the Council this 14th day of October 2022.

Tasha Connelly, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

Councilor _____ 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.

Councilor _____ introduced the following resolution and moved for its adoption:

**City of Grand Rapids, Minnesota
RESOLUTION NO. 24-__**

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO MAKE APPLICATION TO AND
ACCEPT FUNDS FROM THE MINNESOTA DEPARTMENT OF IRRR PUBLIC WORKS GRANT
PROGRAM**

WHEREAS THE authorizing authority approves of the attached application for the City of Grand Rapids, Minnesota for development infrastructure costs associated with redevelopment of two vacant commercial buildings in Downtown Grand Rapids located at 210 N. Pokegama Ave. and 16 NE 3rd Street, Grand Rapids, MN 55744; and

WHEREAS THE authorizing authority hereby agrees to accept funding for the underlying project if approved by the IRRRB.

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

Adopted by the Council this 14th day of October 2022.

Tasha Connelly, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2024

AGENDA ITEM: Consider approving temporary liquor permit for Itasca Curling Association

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The Itasca Curling Association has submitted an application for a temporary liquor permit, event date of October 26, 2024. Proof of liquor liability insurance and fee have been received. Staff is recommending approval.

REQUESTED COUNCIL ACTION:

Make a motion to approve temporary liquor permit for Itasca Curling Association for October 26, 2024.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: Itasca Curling Association
 Date of organization: 1/6/2022
 Tax exempt number: [REDACTED]

Organization Address (No PO Boxes): 902 Hale Lake Pointe
 City: Grand Rapids
 State: Minnesota
 Zip Code: 55744

Name of person making application: Haleigh Clevenger
 Business phone: [REDACTED]
 Home phone: [REDACTED]

Date(s) of event: 10/26/2024
 Type of organization: Club Charitable Religious Microdistillery Small Brewer Other non-profit

Organization officer's name: Jarid Arendt
 City: Grand Rapids
 State: Minnesota
 Zip Code: [REDACTED]

Organization officer's name: Haleigh Clevenger
 City: Grand Rapids
 State: Minnesota
 Zip Code: [REDACTED]

Organization officer's name: [REDACTED]
 City: [REDACTED]
 State: Minnesota
 Zip Code: [REDACTED]

Location where permit will be used. If an outdoor area, describe.
Itasca Curling Assc - 902 Hale Lake Point, Grand Rapids. MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Itasca Reliable Insurance Agency \$500,000/\$1,000,000 - Policy Number A094260

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of County approving the license: Grand Rapids

Fee Amount: \$ 20

Event in conjunction with a community festival Yes No

Current population of city: 11,268

Please Print Name of City Clerk or County Official: Kimberly Gibeau

Date Approved: 10-14-24

Permit Date: 10-26-24

City or County E-mail Address: kgibeau@grandrapidsmn.gov

Signature City Clerk or County Official: Kimberly Gibeau

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2024

AGENDA ITEM: Consider approval of a resolution authorizing a grant request to MN IRRR for a commercial redevelopment project at 12 NW 3rd St.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

Staff has been working with the new owner of the former IEDC office located at 12 NW 3rd St. in their plan to convert the vacant building into a restaurant use.

The project qualifies for an IRRR Public Works grant for sidewalk and alley improvements.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution authorizing a grant request to MN IRRR for a commercial redevelopment project at 12 NW 3rd St.

Councilor _____ introduced the following resolution and moved for its adoption:

**City of Grand Rapids, Minnesota
RESOLUTION NO. 24-__**

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO MAKE APPLICATION TO AND
ACCEPT FUNDS FROM THE MINNESOTA DEPARTMENT OF IRRR PUBLIC WORKS GRANT
PROGRAM**

WHEREAS THE authorizing authority approves of the attached application for the City of Grand Rapids, Minnesota for infrastructure costs associated with redevelopment of a vacant commercial building in Downtown Grand Rapids located at 12 NW 3rd Street, Grand Rapids, MN 55744; and

WHEREAS THE authorizing authority hereby agrees to accept funding for the underlying project if approved by the IRRRB.

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

Adopted by the Council this 14th day of October 2024.

Tasha Connelly, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10-14-24

AGENDA ITEM: Consider the approval of joint power agreements with the city of LaPrairie, Bowstring and Harris Townships, and Itasca County.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Effective January 1, 2025, the MN Department of Revenue will take over the collection of lodging taxes for the City of Grand Rapids. The attached Joint Power Agreement Amendments allow the Department to collect the lodging taxes in other cities, townships, and parts of Itasca County.

REQUESTED COUNCIL ACTION:

Make a motion to approve Joint Power Agreement amendments with the city of LaPrairie, Bowstring and Harris Townships, and Itasca County.

**AMENDMENT
TO
JOINT POWERS AGREEMENT (JPA)**

This Amendment to the JPA between the City of Grand Rapids (“City”) and Itasca County (“County”), is related to the collection of lodging tax in accordance with Minnesota Statutes, section 469.190.

WHEREAS, The City is currently administering the lodging tax for the County; and

WHEREAS, The City will be transferring the tax administration to the MN Department of Revenue as early as October 1, 2024;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. The City may enter into an agreement with the Commissioner of Revenue regarding each party’s respective roles and responsibilities related to the imposition, administration, collection, enforcement and termination of the lodging tax in the county, township or city.

IN WITNESS WHEREOF the parties have signed this Amendment to the JPA as of the date set forth below.

City of Grand Rapids:

By: _____

Name: Tasha Connelly, Mayor

By: _____

Name: Kim Gibeau, City Clerk

Itasca County:

By: _____

Name: John Johnson, Board Chair

By: _____

Name: Brett Skyles, County Administrator

**AMENDMENT
TO
JOINT POWERS AGREEMENT (JPA)**

This Amendment to the JPA between the City of Grand Rapids (“City”) and Harris Township (“Township”), is related to the collection of lodging tax in accordance with Minnesota Statutes, section 469.190.

WHEREAS, The City is currently administering the lodging tax for the township; and

WHEREAS, The City will be transferring the tax administration to the MN Department of Revenue as early as October 1, 2024;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. The City may enter into an agreement with the Commissioner of Revenue regarding each party’s respective roles and responsibilities related to the imposition, administration, collection, enforcement and termination of the lodging tax in the township or city.

IN WITNESS WHEREOF the parties have signed this Amendment to the JPA as of the date set forth below.

City of Grand Rapids:

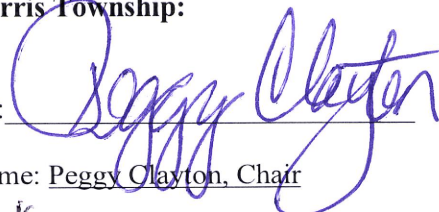
By: _____

Name: Tasha Connelly, Mayor

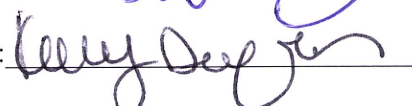
By: _____

Name: Kim Gibeau, City Clerk

Harris Township:

By:  _____

Name: Peggy Clayton, Chair

By:  _____

Name: Kelly Derfler, Township Clerk

**AMENDMENT
TO
JOINT POWERS AGREEMENT (JPA)**

This Amendment to the JPA between the City of Grand Rapids (“City”) and Bowstring Township (“Township”), is related to the collection of lodging tax in accordance with Minnesota Statutes, section 469.190.

WHEREAS, The City is currently administering the lodging tax for the township; and

WHEREAS, The City will be transferring the tax administration to the MN Department of Revenue as early as October 1, 2024;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. The City may enter into an agreement with the Commissioner of Revenue regarding each party’s respective roles and responsibilities related to the imposition, administration, collection, enforcement and termination of the lodging tax in the township or city.

IN WITNESS WHEREOF the parties have signed this Amendment to the JPA as of the date set forth below.

City of Grand Rapids:

By: _____

Name: Tasha Connelly, Mayor

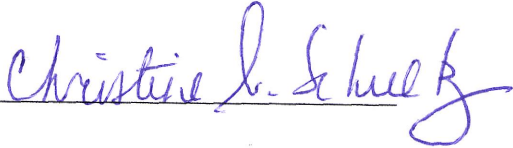
By: _____

Name: Kim Gibeau, City Clerk

Bowstring Township:

By: 

Name: XXX, Chair *Timothy J Schultz*

By: 

Name: Christine Schultz, Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2024

AGENDA ITEM: Consider approving change order for Yanmar Arena Project

PREPARED BY: Glen Hodgson

BACKGROUND:

One change order related to the Yanmar Arena project is presented for Council approval.

Change Order 19 for Work Scope 8 (Mechanical) with Hart Electric:

- Provides for labor and materials necessary to adjust light fixtures and other electrical components in the east lobby to accommodate the new ceiling.
- Increases the Hart Electric contract by \$5,936.70.
- Covers work that was necessary to complete the improvements in the east lobby.

REQUESTED COUNCIL ACTION:

Make a motion approving this change order.



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

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

Contract Change Order #019: CE #122 - Hart CO - East Lobby Electrical Work

CONTRACT COMPANY:	Hart Electric 1959 Highway 37 Hibbing, Minnesota 55746	CONTRACT FOR:	SC-S19041C-008:WS 08 Electrical - Hart Electric
DATE CREATED:	9/25/2024	CREATED BY:	Austin May (ICS - Park Rapids, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$5,936.70

DESCRIPTION:
CE #122 - Hart CO - East Lobby Electrical Work
This CO is for the work needed completed in the East Lobby ceiling.

ATTACHMENTS:
[Estimate 1625.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #019

#	Cost Code	Description	Type	Amount
1	5--5.08 - Work Scope 08	Hart CO - East Lobby Electrical Work	Other	\$ 5,936.70
Subtotal:				\$5,936.70
Grand Total:				\$5,936.70

The original (Contract Sum)	\$ 917,315.00
Net change by previously authorized Change Orders	\$ 68,990.68
The contract sum prior to this Change Order was	\$ 986,305.68
The contract sum would be changed by this Change Order in the amount of	\$ 5,936.70
The new contract sum including this Change Order will be	\$ 992,242.38
The contract time will not be changed by this Change Order by 0 days	

Hart Electric
1959 Highway 37
Hibbing Minnesota 55746

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

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

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

Hart Electric

10963 Meadowlark Lane
Hibbing, MN 55746

Item 14.

Estimate

Date	Estimate #
6/13/2024	1625

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

			Project
Description	Qty	Cost	Total
Project: Yanmar Arena			
RE: Electrical for new ceiling in the main lobby.			
Labor	48	109.00	5,232.00
misc wire nuts and fasteners	1	45.00	45.00
Project Manager	1	120.00	120.00
10 % overhead and profit		539.70	539.70
Estimator: Jeff Hart 218 966-6402		Total	\$5,936.70

E-mail
hartelect@hotmail.com



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2024

AGENDA ITEM: Consider Hiring and Rehiring Regular PT and Seasonal Civic Center Employees

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Zachary Lagergren has been working at the Pokegama Golf Course. Dale Anderson would like to hire Zachary Lagergren for a PT Civic Center Arena Attendant II position, beginning on October 15, 2024, for no more than 28 hours per week, with an hourly rate of pay of \$18.00 per hour.

Trevin Chittester is a new hire. Dale Anderson would like to hire Trevin Chittester for a PT Seasonal Civic Center Arena Attendant II position, beginning on October 15, 2024, and ending no later than April 15, 2025, with an hourly rate of pay of \$18.00 per hour.

Andrew Fox is a rehire. Dale Anderson would like to rehire Andrew Fox as a PT Seasonal Civic Center Warming House Attendant and Civic Center Arena Attendant I, beginning on October 15, 2024, and ending no later than March 30, 2025, with an hourly rate of pay of \$15.00 per hour for both positions.

These salaries are included in the 2024 and 2025 budget.

REQUESTED COUNCIL ACTION:

Make a motion to hire Zachary Lagergren for a PT Civic Center Arena Attendant II position, beginning on October 15, 2024, for no more than 28 hours per week, with an hourly rate of pay of \$18.00 per hour; Trevin Chittester for a PT Seasonal Civic Center Arena Attendant II position, beginning on October 15, 2024, and ending no later than April 15, 2025, with an hourly rate of pay of \$18.00 per hour; and rehire Andrew Fox as a PT Seasonal Civic Center Warming House Attendant and PT Seasonal Civic Center Arena Attendant I, beginning on October 15, 2024, and ending no later than March 30, 2025, with an hourly rate of pay of \$15.00 per hour for each position.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10-14-24

AGENDA ITEM: Consider an agreement between Rapids Radio, Rapids Brewing, and the City of Grand Rapids

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Rapids Radio has approached Rapids Brewing and the City to create a classic rock music festival called Rapids Radio Rockfest. The festival will be held on the city parking lot adjacent to Rapids Brewing on July 19, 2025. There will be three classic rock bands performing at the event with a public announcement in the near future. The goal is growing this event on an annual basis and bring people from outside of the community to grow the economy.

The attached agreement outlines responsibilities of each of the parties. The City will not be contributing directly cash to this event.

REQUESTED COUNCIL ACTION:

Make a motion to approve an agreement between Rapids Radio, Rapids Brewing, and the City of Grand Rapids for Rapids Radio Rockfest to be held on July 19, 2025.

AGREEMENT

This Agreement is between the City of Grand Rapids (“City”), Rapids Radio, LLC (“Station”) and Rapids Brewing Company, Inc. (“RBC”), to create and manage a music festival (“Event”) on Block 19 in Grand Rapids, Minnesota.

WHEREAS, COVID-19 has negatively impacted the community’s tourism, non-profit, and entertainment industries like hotels, restaurants, small businesses; and

WHEREAS, The City, Station, and RBC, desire to create and manage a music festival on the third weekend of July that will positively impact the community’s tourism, non-profit, and entertainment industries;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Scope of Work.

- a. The name of the Event is “Rapids Rockfest”.
- b. The Event shall occur July 19, 2025.
- c. The Event shall be held at the parking lot located on Block 19 in the plat of Grand Rapids.

2. Responsibilities

a. The City shall provide the following items at no-cost to the Event:

- i. Provide the venue.
- ii. Provide temporary traffic control.
- iii. Create temporary fencing around the venue.
- iv. Provide tables and chairs.
- v. Provide portable toilets to accommodate up to 2,000 people.
- vi. Provide garbage/refuse.
- vii. Assist Station and RBC by sharing promotional information on the City social media platform.
- viii. The City shall allow for an Event variance of City Ordinance 42-81, specifically allowing the consumption of edible cannabis products, and lower-potency hemp edibles and hemp-derived consumer products, as defined by Minn. Stat. Section 342.01. This City does not authorize the smoking or vaping of said products.
- ix. The City allows music to be performed until 11:00 pm.

b. Station shall be responsible the following items at no-cost to City or RBC:

- i. Act as the fiscal agent and manage tickets sales for the Event.
- ii. Secure all required music equipment, including the stage.
- iii. Provide staffing and volunteers to operate the Event.
- iv. Utilize the promotional platforms available to promote the Event.
- v. Secure/negotiate contracts for the headliner and a minimum of three opening acts for the Event.
- vi. Any other items required to hold such Event.

c. RBC shall be responsible for the following items at no cost to the City or Station:

i. Bill please complete

N/A

3. Financials

a. The City shall:

i. Not receive any proceeds for the Event.

b. Station shall:

i. Shall contribute 5% of profit for the Event to the Grand Rapids Area Library Foundation.

4. Hold harmless

a. The City, Station, and RBC, agree to hold the City of Grand Rapids, its officers, agents, employees, successors and assigns, harmless and to indemnify them against any and all claims or liability for any claims, actions, causes of action, suits, or demands of any sort for damages on account of personal injuries related to or arising out of the use of the premises by the above-named parties or any of its agents, employees, officers, or independent contractors.

b. The City, Station, and RBC, must maintain Worker Compensation Policies covering all of their employees, and will ensure that subcontractors, and all other personnel who are involved in the installation, operation and or maintenance of the equipment provided by the Producer do as well. Volunteers are exempt from this agreement.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth below.

City of Grand Rapids:

By: _____

Name: Tasha Connelly, Mayor

By: _____

Name: Kim Gibeau, City Clerk

Rapids Radio, LLC:

By:  _____

Name: Marcus Lind, GM

Rapids Brewing Company, ^{LLC} Inc.:

By:  _____

Name: Bill Martinetto GM



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2024

AGENDA ITEM: Consider approving a resolution accepting a donation

PREPARED BY: Laura Pfeifer

BACKGROUND:

On August 17, 2024 a celebration of life was held for Shirley Cleveland, a long time resident of Grand Rapids. A family friend, Victor Lease, has made a donation to the Itasca Calvary Cemetery in memory of Shirley Cleveland.

REQUESTED COUNCIL ACTION:

Make a motion approving a resolution to accept the \$15 donation from Victor Lease in memory of Shirley Cleveland to the Itasca Calvary Cemetery.

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

RESOLUTION NO. 24-

A RESOLUTION ACCEPTING A \$15.00 DONATION FROM VICTOR LEASE TO THE ITASCA CALVARY CEMETERY IN MEMORY OF SHIRLEY CLEVELAND

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:

- Victor Lease has donated \$15 to the Itasca Calvary Cemetery in memory of Shirley Cleveland.

Adopted this 14th day of October, 2024

Tasha Connelly, Mayor

Attest:

Kim Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14th, 2024

AGENDA ITEM: Consider purchasing new refrigeration equipment

PREPARED BY: Tom Beaudry

BACKGROUND:

During the summer our walk in cooler was running at higher than optimal temperatures. It is recommended to preemptively replace coils and compressors as the units are at the end of their expected lifespan of 15 years.

REQUESTED COUNCIL ACTION:

Two quotes were received, one from Quality Refrigeration & heating in Deer River and the other from Gartner Refrigeration in Duluth. Recommend making a motion to approve the purchase of new refrigeration equipment from Quality Refrigeration & Heating in Deer River, which is the lower price of the two bids.

Quality Refrigeration & Heating Inc.
 37351 Co. Rd. 248
 Deer River, MN 56636
 218-246-2731

Item 18.

Estimate

DATE	ESTIMATE NO.
8/16/2024	1803

NAME / ADDRESS
Pokegama Golf Coarse 3910 Golf Course Road Grand Rapids, MN. 55744

			P.O. NO.	TERMS
				Due on rec...
QTY	ITEM	DESCRIPTION	COST	TOTAL
1	Quote	WI COOLER BEL0155AS6AMAB0000 Evaporator coil Replace existing WI Cooler evaporator coil with new. Change catchall and TXV with new. Start up and set superheat. Checked operation.	3,850.00	3,850.00
1	Quote	ZF09KAE-PFV Compressor Replace existing compressor with new high efficiency scroll compressor. Replace starting components and evacuate system. Check operation.	2,550.00	2,550.00
1	Quote	WI FREEZER ZS05XAE-PFV Compressor Replace existing compressor with new high efficiency scroll compressor. Replace starting components and evacuate system. Check operation. No Shipping or refrigerant included in above prices. Both existing compressor are reciprocating piston type and will not pull below a 1 lb suction pressure. They should pull about a 25 " vacuum when they were new.	2,970.00	2,970.00
Thank you for your business.			TOTAL	\$9,370.00

SIGNATURE _____



Gartner

Date: 09-09-24

Attn: Director of Golf/ City Council

Project: Pokegama Golf Course -Clubhouse, Grand Rapids, MN

Overview:

Upon completion of a site inspection and equipment evaluation, Gartner Refrigeration & Temperature Controls would like to thank you for your use, so it would not be a huge stretch to consider time periods as shown plus 20%. **Any BUDGETARY figures as provided below**

The first column is what we observed to be your current equipment to be evaluated, the second column is what conversations with

Walk-in Freezer/ Cooler Complex:

Next, looking at your Walk-in Cooler/ Freezer complex.... From outside appearances, it is in very good condition for its age. (basing electrical that has been affixed to the exterior of it. It would be prudent to consider upgrading the refrigeration components -evap

Walk-in Freezer/ Cooler Complex – continued...

<i>Manufacturer</i>	<i>Tag</i>	<i>Equip Type & Model</i>	<i>Mfr Date</i>	<i>Designed Average Lifecycle</i>
Crown Tonka		Walk-in Cooler/Freezer Combo unit		Outdoor installation -up to 20 yrs, sometimes older -dependent upon exposure.
<u>HeatCraft</u>	<u>Frzr evap</u>	LCE 676 BEB w/ electric defrost		<u>Typically 10 to 12 yrs</u>
	<u>Frzr cond</u>	MOH015X62C		<u>Typically 10 to 12 yrs</u>
	<u>Cooler evap</u>	LCA 6160 AEB		<u>Typically 10 to 12 yrs</u>
	<u>Cooler cond</u>	MOH025X62C		<u>Typically 10 to 12 yrs</u>

- () Freezer Evaporator coil and condenser replacement..... \$ 10,644.00 + frt
- () Cooler Evaporator coil and condenser replacement..... \$ 10,583.00 + frt



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14th, 2024
AGENDA ITEM: Consider purchasing plow for golf course tractor
PREPARED BY: Tom Beaudry

BACKGROUND:

Currently the snow removal around the clubhouse is being done, partially, with a scoop bucket. It is overly time consuming and would be much more efficient if done with a plow attachment. We would also be able to move larger amounts of snow at a time.

REQUESTED COUNCIL ACTION:

Two quotes were received, one from Midwest Machinery in Baxter and the other from Northland Lawn & Sport in Grand Rapids. Recommend making a motion to approve the purchase of a plow for our John Deere tractor from Northland Lawn & Sport for \$3,882.42, which is the lower price of the two bids.

Quote Summary

Prepared For:
 Steve Ross
 POKEGAMA GOLF COURSE
 Steve Ross
 3910 GOLF COURSE RD
 GRAND RAPIDS, MN 55744
 Business: 218-326-1000
 Mobile: 218-360-2455
 SROSS@GRANDRAPIDSMN.GOV

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

Quote Id: 31494036
Created On: 13 August 2024
Last Modified On: 15 August 2024
Expiration Date: 27 August 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
Frontier AF11E - 7 Ft. Boom Mounted Front Blade with Manual Angle for Current 300/400/500 Series Carrier	\$ 4,082.95	\$ 3,599.00 X	1 =	\$ 3,599.00
Equipment Total				\$ 3,599.00

Quote Summary	
Equipment Total	\$ 3,599.00
SubTotal	\$ 3,599.00
Sales Tax - (7.875%)	\$ 283.42
Total	\$ 3,882.42
Balance Due	\$ 3,882.42



Quote Summary

Prepared For:
Pokegama Golf Course
MN
Home: 218-326-1000

Prepared By:
Liese Matthew
Midwest Machinery Co.
7045 Foley Road
Baxter, MN 56425
Phone: 218-829-5356
mliese@mmcj.com

Quote Id: 31548281
Created On: 22 August 2024
Last Modified On: 22 August 2024
Expiration Date: 05 September 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
Frontier AF11E - 7 Ft. Boom Mounted Front Blade with Manual Angle for Current 300/400/500 Series Carrier	\$ 4,298.00	\$ 3,900.00 X	1 =	\$ 3,900.00
Equipment Total				\$ 3,900.00

Quote Summary

Equipment Total	\$ 3,900.00
SubTotal	\$ 3,900.00
City of Baxter - (7.875%)	\$ 307.13
Total	\$ 4,207.13
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 4,207.13

Salesperson : X _____

Accepted By : X _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2024

AGENDA ITEM: Consider appointments to the Planning Commission

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The Planning Commission currently has two vacancies, terms expiring March 1, 2026 and March 1, 2027. Two applications have been received and candidates have been interviewed by Councilor MacGregor and she is recommending appointment. Applicants are:

1. David Kreitzer
2. David Marquardt

REQUESTED COUNCIL ACTION:

Make a motion to appoint applicants to vacancies of the Planning Commission, terms to expire March 1, 2026 and March 1, 2027.

Kim Gibeau

From: Grand Rapids Minnesota <grandrapids-mn@municodeweb.com>
Sent: Thursday, September 26, 2024 11:10 AM
To: Kim Gibeau
Subject: Application for Boards & Commissions

Submitted on Thursday, September 26, 2024 - 11:10am

Submitted by anonymous user: 205.149.155.42

Submitted values are:

CONTACT INFORMATION

Full Name David Kreitzer
Phone Number [REDACTED]8
[REDACTED]
Address [REDACTED]

BOARDS AND COMMISSIONS

Please select all Boards & Commissions on which you would like to serve.

Boards & Commissions PLANNING COMMISSION

BACKGROUND INFORMATION

Occupation: Maintenance Director, Itasca County HRA
Qualifications:

I bring unique experience in urban development and stakeholder engagement from my tenure as the last CEO of Schmidt Brewery and Gopher State Ethanol in St. Paul, MN, which ceased operations in 2004. Afterward, I served as Treasurer and owner’s representative on the board of directors for the property for eight years. In this role, I managed all operational aspects, including negotiating the sale and overseeing the legal transformation necessary to facilitate the property’s successful sale.

The 15-acre site underwent significant zoning changes and pursued both local and national historic designations. I was actively involved in numerous public hearings and discussions with city staff, prospective developers, and neighborhood leaders, addressing critical issues such as traffic flow, housing density, and parking requirements. This collaborative effort ultimately led to the rezoning of the site to support a mixed-use development, integrating housing, retail, and manufacturing spaces. Most of the property was converted into affordable housing artist lofts as part of a \$130 million redevelopment project led by Dominion.

While I am not an expert in urban planning or zoning, my exposure to these complex processes and my participation in discussions and negotiations provided me with invaluable insights into the urban planning process, community engagement, and regulatory navigation. I believe these experiences will enable me to contribute effectively to the sustainable growth and development of Grand Rapids, MN.

Additional Comments:

I have been reflecting on how to become more involved in the community and actively contribute to the city's sustainable and responsible growth. Serving on the Planning Commission presents an excellent opportunity to achieve these goals by directly engaging with key decisions that shape our city's future. I am particularly interested in how planning decisions impact the quality of life for residents and the long-

term development of the city. I look forward to the chance to collaborate with others on important planning initiatives and to learn more about the city's development processes.

City Relationships: No

If yes to previous question:

Residency: Yes

DATA AUTHORIZATION:

- Phone Number
- Email Address

AGREE:

- I agree to inform the City Clerk's office of any change indicated above.
- I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this application.
- I understand and agree that as a member of a City of Grand Rapids Commission/Board that I will be utilizing my private email address for official City business. I further understand that pursuant to Minnesota Statutes Chapter 13 (Data Practices), that upon request from City Administration that I must provide emails relative to City business to fulfill all data practice requests. Failure to do so could be deemed a Misdemeanor pursuant to Minnesota Law.
- I agree that by submitting this application, I am stating that the statements and information provided are true and correct to the best of my knowledge.

The results of this submission may be viewed at:

<https://link.edgepilot.com/s/c632f59d/Zoc3TgIMn0Oq9Qpu5o82HQ?u=https://cityofgrandrapidsmn.com/node/791/submission/1487>

Kim Gibeau

From: Grand Rapids Minnesota <grandrapids-mn@municodeweb.com>
Sent: Monday, September 9, 2024 8:21 AM
To: Kim Gibeau
Subject: Application for Boards & Commissions

Submitted on Monday, September 9, 2024 - 8:21 am

Submitted by anonymous user: 64.90.68.155

Submitted values are:

CONTACT INFORMATION

Full Name David Marquardt

Phone Number [REDACTED]

Email [REDACTED]

Address: [REDACTED]

BOARDS AND COMMISSIONS

Please select all Boards & Commissions on which you would like to serve.

Boards & Commissions

- ECONOMIC DEVELOPMENT AUTHORITY
- PLANNING COMMISSION

BACKGROUND INFORMATION

Occupation: Supply Chain

Qualifications:

MBA at University of Minnesota, Carlson School of Management, Supply Chain Logistics and Strategic Management focus. International Business BS at Minnesota State University Mankato, German language and culture at Minnesota State University Moorhead, Supply Chain & Logistics certification at Georgia Tech. 9 years Logistics, Inventory, and Planning manager at Hawkins Inc, offered director position when I turned in my notice. Global Supply Chain Manager at MoneyGram, almost 7 years Supply Chain Analyst at Unilever supporting Target Corp and SuperValu accounts, Logistics manager at Schwan's, Productivity Analyst at Target Corp headquarters, Materials Planner at Pillsbury and General Mills.

10 years of volunteering for neighborhood citizens group in south Minneapolis, 8 of which as a board member, helped develop a plan on how to spend over \$2 million in Neighborhood Revitalization Program funds as well as \$3 million in James Ford Bell Foundation grant funding. Board chair of condo association in Superior WI from 2016 to 2024 overseeing a major exterior renovation project to correct decades of severe deferred maintenance which meant \$23,000 assessments for each unit including developing financing options, Board chair of non-profit supporting affordable housing "Neighbors Helping Neighbors" in south Minneapolis, Adopt-a-Pet volunteer in Fargo ND, youth director at Calgary United Methodist Church in Fargo ND, volunteer for the Fargo Theatre in Fargo ND, worked tirelessly for the historic preservation of the Healy district in south Minneapolis as the former owner of the JB Hudson house in the same district.

Additional Comments:

I've always had an inclination to volunteer in a variety of roles to improve the community in which I live from animal welfare organizations to affordable housing and neighborhood planning. My style is collaborative, always open to listening to new ideas but also place a strong emphasis on sustainable development and long-term direction vs short term gain. Planning for the future requires a long-term outlook and a tenacious, collaborative, highly analytical approach.

City Relationships: No

If yes to previous question:

Residency: Yes

DATA AUTHORIZATION:

- Phone Number
- Email Address

AGREE:

- I agree to inform the City Clerk's office of any change indicated above.
- I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this application.
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- I agree that by submitting this application, I am stating that the statements and information provided are true and correct to the best of my knowledge.

The results of this submission may be viewed at:

<https://link.edgepilot.com/s/b28b6fe0/gDx32JXpl0W6guLulkOA-A?u=https://cityofgrandrapidsmn.com/node/791/submission/1461>



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 14, 2024

AGENDA ITEM: Conduct a public hearing to consider the adoption of an ordinance as it pertains to Franchise Agreements.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Staff will present the attached PowerPoint presentation as background for the public hearing.

REQUESTED COUNCIL ACTION:

Franchise Ordinances

Public Hearing
October 14th, 2024

GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE



Franchise Ordinances

Street CIP Funding Options

What is the challenge?

Finding a consistent funding source to fund the Street Capital Improvement Program

Current Funding:

General Levy / Bonding - City borrows money and annual payments are funded with the general levy

Challenges with Property Taxes:

Competes with all other services the City provides

Non-taxable properties do not pay

- Itasca County
- ISD 318
- Churches
- Non-profits

These properties contribute to the deterioration of local roadways



Franchise Ordinances

Street CIP Funding Options

What funding options are there?

Franchise Fees

Minnesota State 216B.36 allows municipalities to charge franchise fees to utilities within the public right-of-way. Franchise fees may be expressed as

- i. a specified charge per measurable unit of electricity
- ii. a percentage of the gross revenues
- iii. a flat fee per customer
- iv. some reasonable combination

City of Grand Rapids has the following:

- 3 power providers
- 2 natural gas providers
- multiple communication providers



Franchise Ordinances

Implementation

Proposed Fee Structure:

Residential - \$1.25 / month

Commercial /Industrial – 2.5% of monthly bill (max of \$2,000/month)

Would generate approximately \$350,000 per year to make annual bond payment and would eliminate the use of property taxes

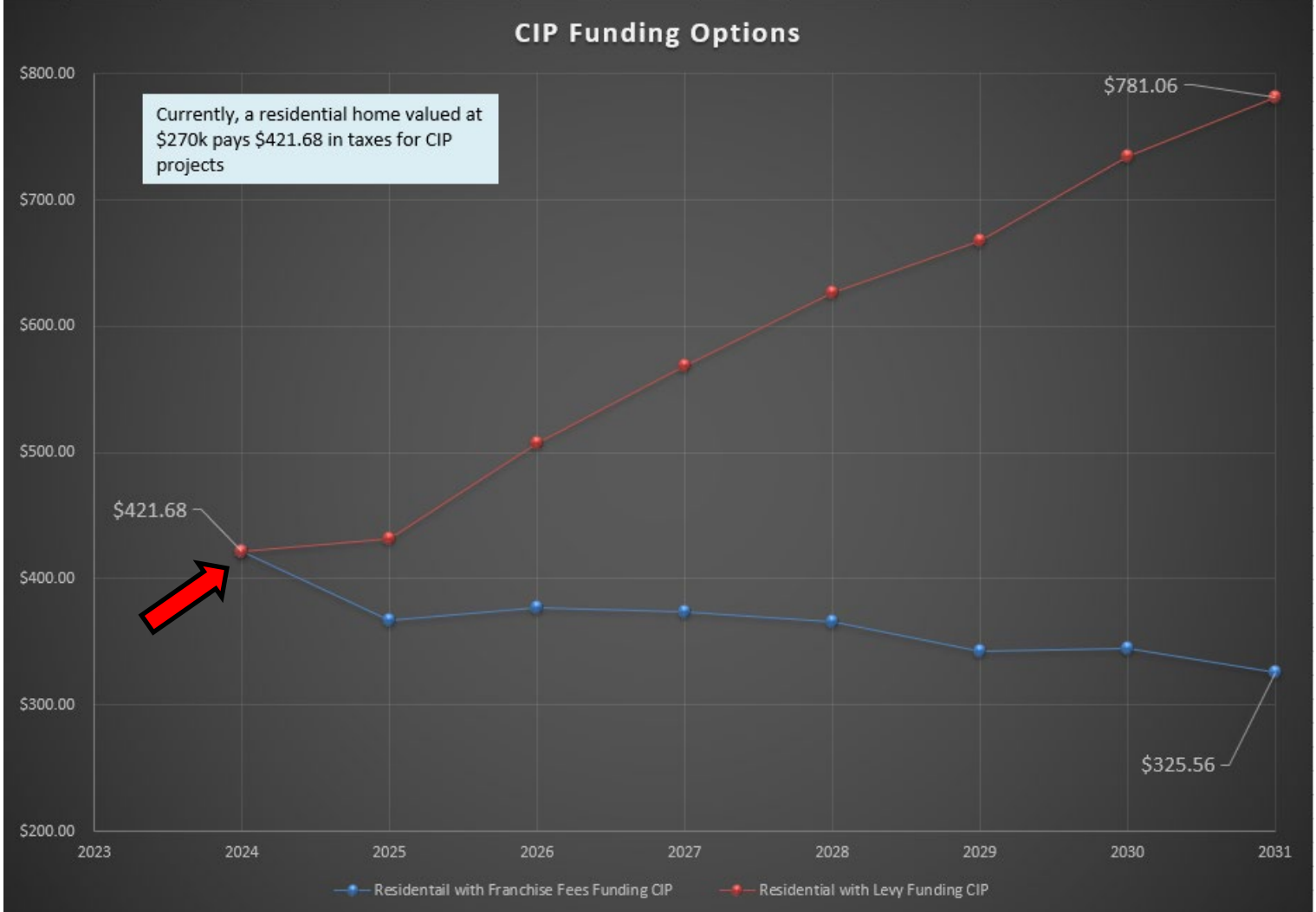
Residential Home will pay **\$15** / year in first year

Commercial will vary, with the following examples:

Demand and Energy	Monthly Bill	Monthly Franchise Fee	Yearly Franchise Fee
Small C&I	\$ 5,000.00	\$ 125.00	\$ 1,500.00
Medium C&I	\$ 20,000.00	\$ 500.00	\$ 6,000.00
Large C&I	\$ 40,000.00	\$ 1,000.00	\$ 12,000.00



Franchise Ordinances Funding Comparison





Franchise Ordinances

Minnesota Power

Examples of Existing Franchise Fees

Minnesota Power Franchise Fees (as of 2022)						
City	Residential	Small C&I Non-demand	Small C&I Demand	Large C&I	Effective Date	Population
Big Lake	\$4.00	\$8.00	\$8.00	\$8.00	2014	12,610
Duluth	3%	3%	3%	3%	2017	87,680
Faribault	\$6.63	\$21.94	\$58.72	\$438.80	2022	24,642
Hermantown	\$2.00	\$2.00	\$2.00	\$2.00	-	10,202
Monticello	\$1.95	\$5.50	\$31.00	\$190.00	2007	14,831
Mounds View	4%	4%	4%	4%	2022	12,782
Nashwauk	1.5%	1.5%	1.5%	1.5%	2011	959
Rogers	\$5.00	\$7.00	\$45.00	\$210.00	2016	13,617
Grand Rapids	\$1.25	2.5%	2.5%	2.5%	-	11,271

* City's may be charging franchise fees on other utilities as well (ie. natural gas, communications, etc.)



Franchise Ordinances

What's Next?

- In order implement Franchise Fees to fund the Street Improvement Program, first the Council will need to approve Franchise Ordinances with all 3 electric providers.
- Franchise Ordinances are a standard agreement with the utility companies
- Agreements allow companies to operate within public right-of-way and allow the City to charge franchise fees
- Agreements do not hinder or change the way the utility companies do business



Franchise Ordinances

Outreach and Feedback

- 4,000 informational flyers have been sent to all registered addresses within the City.
- Dedicated webpage has been created to provide information to the public
- Dedicated email address has been created to receive feedback
- To date, City has received 2 phone calls and 1 email on the proposed ordinance.



Franchise Ordinances

Schedule

Schedule:

October 14th City Council meeting - Public Hearing on Franchise Agreements

October 28th City Council meeting - Hold Public Hearing on Franchise Fees
- Consider Approving Franchise Agreements
- Consider Approving Franchise Fees

January 1st, 2025 – Franchise fees implemented



Franchise Ordinances

Public Hearing

October 14th, 2024

Item 21.

Questions?

