



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

CITY COUNCIL MEETING AGENDA
Monday, September 27, 2021
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, September 27, 2021 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENTATIONS/PROCLAMATION:

1. Oath of Office

Andy Morgan - Police Captain

Kevin Ott - Police Captain

2. Human Rights Resolution Supporting Asian-American or Pacific Islander Communities

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

3. Review and approve Council minutes for Monday, September 13, 2021 Worksession and Regular meetings and Monday, September 20, 2021 Special Worksession.

VERIFIED CLAIMS:

4. Approve the verified claims for the period September 7, 2021 to September 20, 2021 in the total amount of \$807,483.76, of which \$21,766.25 are debt service payments.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

5. Review and acknowledge minutes for:

August 17, 2021 Golf Board

July 28, 2021 Human Rights Commission

CONSENT AGENDA:

6. Consider approving an easement at GPZ Airport with Minnesota Power.

7. Consider approving final payment in the amount of \$15,495.32 and balancing change order #1 for CP 2021-2, 5th Street SW Reconstruction.
8. Consider adopting a resolution accepting a grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) for CP 2003-18, 21st Street SW Extension and authorize execution.
9. Considering authorizing staff to apply for a HMEP grant from the Minnesota Department of Public Safety.
10. Consider adopting a resolution accepting a bench donation from the Aultman family in honor of Lonny Deen Aultman.
11. Consider accepting an updated Contract for Fire Fighting Services for Arbo, Harris, and Blackberry Townships.
12. Consider the sale at auction or disposal of surplus items from old Fire Hall.
13. Consider approving a resolution adopting the 2021 proposed levy/collectable 2022.
14. Approve temporary liquor license for IEDC event on December 3, 2021.
15. Approve the dedication of \$20 per Administrative Fine to a dedicated Police Equipment Fund.
16. Consider approval of a Pierringer Release agreement with Carol Olson.
17. Consider approval of a Subordination Agreement in favor of Embrace Home Loans, Inc. for a SCDP mortgage on property owned by Daniel W. Thompson and Peggy A. Thompson.
18. Consider approval of a Subordination Agreement in favor of Affinity Plus Credit Union for a SCDP mortgage on property owned by Christopher Feist.
19. Consider amendment to Hospital Security Services Agreement
20. Consider approving a resolution supporting a driveway application to the State of Minnesota.
21. Consider the appointment of Rebecca Sutherland to the full-time Administrative Assistant position in the Grand Rapids Police Department and adopt changes to job description.
22. Consider adopting a resolution accepting \$26,950.00 for a 2021 – 2022 Toward Zero Deaths Grant.
23. Consider adopting a resolution accepting a donation of \$40.00 from Frank Thomas to the Police K-9 program
24. Consider adopting a Resolution Supporting Asian-American or Pacific Islander Communities

SET REGULAR AGENDA:

ADMINISTRATION:

- [25.](#) Consider promoting two Police Officers to Police Sergeant
- [26.](#) Consider the appointment of Jesse Hidde to the position of Public Works Maintenance I.
- [27.](#) Consider the appointment of Matthew Bush to the position of Public Works Mechanic.
- [28.](#) Consider approving Website Redesign, Hosting and Support Agreement with Municode.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 11, 2021 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

Grand Rapids Police Department
Oath of Office

“I, Kevin Ott” do solemnly promise that,

I will support the Constitution of the United States,

the Constitution of the State of Minnesota and the
laws thereof;

and that I will faithfully, honestly and impartially
perform the duties
of “Police Captain” for the City of Grand Rapids

according to the Constitution and the laws of this
State.”

Grand Rapids Police Department
Oath of Office

“I, Andy Morgan” do solemnly promise that,
I will support the Constitution of the United States,
the Constitution of the State of Minnesota and the
laws thereof;
and that I will faithfully, honestly and impartially
perform the duties
of “Police Captain” for the City of Grand Rapids
according to the Constitution and the laws of this
State.”

**RESOLUTION EXPRESSING SUPPORT AND APPRECIATION FOR
RESIDENTS OF GRAND RAPIDS WHO IDENTIFY AS ASIAN-AMERICAN OR
PACIFIC ISLANDER**

WHEREAS Covid-19 fueled bias, fear, hostility and racism against Asian and Pacific Islander communities in parts of the nation, and

WHEREAS the 117th Congress, recognizing this, passed and the President signed into law on May 20th, 2021, the Covid-19 Hate Crimes Act, Public Law No: 117-13, which calls on state and local governments to improve reporting of anti-Asian hate and violence, while offering guidance and resources on how to do so; and

WHEREAS the City of Grand Rapids is home to residents including business owners and children who identify as members of the Asian-American and Pacific Islander communities; and

WHEREAS racism can exist and occur as interpersonal and systemic institutional challenges within the City of Grand Rapids and other jurisdictions; and

WHEREAS combating racism of all types requires active participation at both the community and legislative levels; and

WHEREAS the vision statement for the City of Grand Rapids' 2040 Comprehensive Plan calls for a community that "provide(s) access to high quality of life for everyone" and neighborhoods and gathering spaces that are "safe, friendly and diverse..."; and

WHEREAS Grand Rapids' statement of Community Values includes the aspiration to "support friendly, vital and welcoming and inclusive neighborhoods....for everyone to feel at home"; so be it

THEREFORE RESOLVED that the City of Grand Rapids opposes any anti-Asian sentiments targeting Asian American and Pacific Islander residents or visitors in any form; and be it

FURTHER RESOLVED that the Grand Rapids City Council expresses support, appreciation, and gratitude to the residents and visitors of Grand Rapids who identify as Asian-American and Pacific Islander for enriching our community with their presence and for their many contributions to our community life; and be it

FURTHER RESOLVED that the City of Grand Rapids will continue to provide accurate, effective and unbiased messaging regarding the subject of this resolution; and be it

FURTHER RESOLVED that the City of Grand Rapids will continue to ensure that its staff development, equity training, policy development, and other actions are inclusive of Asian-American and Pacific Islander communities; and be it

FURTHER RESOLVED that the City Council commits to reaching Asian-American and Pacific Islander residents and visitors to express support for them with regard to addressing bias, discrimination, and xenophobia, and directs the Grand Rapids Human Rights Commission to assist city staff in this effort; and be it

FURTHER RESOLVED that the City of Grand Rapids commits to partnering with community organizations working to address xenophobia and racism directed at Asian-American and Pacific Islanders in the Grand Rapids Area; and be it

FURTHER RESOLVED that the City of Grand Rapids invites other county and city governments to join Grand Rapids in opposing xenophobic and racist attacks towards Asian-American and Pacific Island communities.

Adopted: _____

By: _____



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

CITY COUNCIL WORKSESSION MINUTES
Monday, September 13, 2021
4:00 PM

Mayor Christy called the meeting to order at 4:01 PM.

ROLL CALL:

PRESENT:

Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly

Others present: Tom Pagel, Lynn DeGrio, Barb Baird, Laura Pfeifer, Nate Morlan, Travis Cole, Shawn Graeber, Lance Kuschel, John Linder

BUSINESS:

1. Fire Hall Tour

Fire Chief Travis Cole conducted tour of new Fire Hall facility, specifically noting accessibility and safety for fire trucks entering and exiting the property; ability to provide meals for firefighters working excessive hours; space available for use as a future polling place and the truck bay area.

REVIEW OF REGULAR AGENDA:

Reviewed changes to item #25 under consent.. No other additions or changes are noted.

There being no further business, the meeting adjourned at 4:34 PM.

Respectfully submitted:

Kim Gibeau
 Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL MEETING MINUTES
Monday, September 13, 2021
5:00 PM

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

CALL OF ROLL:

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly **ABSENT:** None

OTHERS: Tom Pagel, Chad Sterle, Janell Hecomivich, Lynn DeGrio, Rob Mattei, Steve Schaar, Will Richter, Eric Trast, Barb Baird

PUBLIC FORUM:

Jon Lavalier addressed training with law enforcement regarding assisting individuals with epilepsy, and asked the Council to move forward as soon as possible.

COUNCIL REPORTS:

Mayor Christy recognizes 9/11 anniversary and ceremony held in memory of the event and recognized those that organized and served the Grand Rapids Riverfest event.

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, August 23, 2021 Worksession and Regular meetings and August 31, 2021 Special meeting.

Motion made by Councilor Adams, second by Councilor Toven to approve Council minutes as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly. Motion carried.

VERIFIED CLAIMS:

2. Approve the verified claims for the period August 17, 2021 to September 6, 2021 in the total amount of \$1,605,455.19 of which \$245,000 are investments.

Motion made by Councilor Connelly, Second by Councilor Blake to approve verified claims as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly. Motion passed by roll call vote.

CONSENT AGENDA:

3. Approve temporary liquor license for Itasca Curling Association Inc., event on October 29-31, 2021.
4. Consider employee status change for Joshua Saunders.
5. Accept the resignation of Jim Martinetto from the Police Community Advisory Board
6. Consider adopting a resolution accepting a donation of \$250.00 in gift certificates for Jimmy Johns from George Edwards to the Police Dept.

Adopted Resolution 21-72 by consent roll call.
7. Consider adopting a resolution authorizing an operating transfer.

Adopted Resolution 21-73 by consent roll call.
8. Accept resignation of Leann Stoll from the Human Rights Commission
9. Consider adopting a resolution entering into a grant agreement with the State of Minnesota for the GPZ Beacon Relocation project.

Adopted Resolution 21-74 by consent roll call.
10. Consider approving Change Order 3 related to CP 2015-3, Hwy 2 West Trail.
11. Consider adoption of a resolution approving the Fifth Amendment to the Amended and Restated Contract for Private Development with Grand Plaza Limited Partnership

Adopted Resolution 21-75 by consent roll call.
12. Consider adopting a resolution declaring the cost to be assessed and ordering the preparation of proposed assessments for CP 2021-2, 5th Street SW Reconstruction.

Adopted Resolution 21-76 by consent roll call.
13. Consider adopting a resolution calling for a public hearing approving proposed final special assessments on CP 2021-2, 5th Street SW Reconstruction.

Adopted Resolution 21-77 by consent roll call.
14. Consider adopting a resolution accepting a \$300,000 Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) Development Partnership grant for the Minnesota Autonomous Rural Transit Initiative

Adopted Resolution 21-78 by consent roll call.
15. Consider adopting a resolution accepting a \$50,000 Blandin Foundation Arrowhead Intelligent Region grant for the Minnesota Autonomous Rural Transit Initiative Smart Rural Mobility Seminars.

Adopted Resolution 21-79 by consent roll call.

16. Consider approving a grant application to the Itasca County Aquatic Invasive Species Program
17. Consider adopting a resolution authorizing a grant application to the Blandin Foundation for the Minnesota Autonomous Rural Transit Initiative (MARTI) project.

Adopted Resolution 21-80 by consent roll call.
18. Consider accepting the resignation of Alida Hogan from the part-time Hospital Security Officer position.
19. Consider ratifying a contract with the Chamber of Commerce.
20. Consider rehiring Matthew Moen to the position of Part-Time Hospital Security Officer
21. Consider hiring seasonal employee at Pokegama Golf Course
22. Consider approving purchase of a 2022 Stealth Trailers Yukon 7x14V trailer, spare tire and mount and any associated license fees that are applicable from Roth RV out of Grand Rapids, MN and approve payment.
23. Consider hiring Cade Marquardt as a Seasonal Maintenance employee at the IRA Civic Center.
24. Consider approving change orders for New Fire Hall.
25. Consider posting a Police Department Administration Assistant position.
26. Consider awarding a contract for engineering services pertaining to the Grand Rapids/Cohasset Industrial Redevelopment Sanitary Sewer and Water Extension Project for SEH Inc. and entering into a contract for Phases 3 and 4.

Motion made by Councilor Blake, Second by Councilor Toven to approve the Consent agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly. Motion passed by roll call vote.

SET REGULAR AGENDA:

Motion made by Councilor Toven, Second by Councilor Connelly to approve the regular agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly. Motion passed.

ADMINISTRATION:

27. Consider appointing Janell Hecimovich to the position of Police Officer.

Ms. DeGrio provided background information on Ms. Hecimovich and recommended appointment.

Motion made by Councilor Connelly, Second by Councilor Toven to appoint Janell Hecimovich to the position of Police Officer effective October 1, 2021. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

28. Consider appointing Police Captains on the Grand Rapids Police Department

Ms. DeGrio presented background on candidates and recommended appoint of Sergeants Andy Morgan and Kevin Ott to the positions of Police Captain.

Motion made by Councilor Toven, Second by Councilor Adams to approve appointment of Andy Morgan and Kevin Ott to the positions of Police Captain as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly. Motion passed.

COMMUNITY DEVELOPMENT:

29. Consider approval of a quitclaim deed transferring title of parcel number 91-425-2330 to the Grand Rapids Economic Development Authority (GREDA) and authorize the removal of a levied assessment.

Mr. Mattei presented background information on Hurlbut property and recommended transfer of property.

Motion made by Councilor Adams, Second by Councilor Connelly to approve quitclaim deed transfer of property identified as 91-425-2330 to GREDA and authorize removal of assessment. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly. Motion passed by roll call vote.

PUBLIC HEARING:

30. Conduct a Public Hearing to consider the adoption of an Ordinance amending and updating multiple sections of Article VI Zoning within Chapter 30 Land Development Regulations.

Eric Trast, Zoning Administrator, presented draft changes to several sections of Zoning in the City's municipal code.

Motion made by Councilor Adams, Second by Councilor Toven to open the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly. Motion passed.

Mayor Christy stated the reason for the public hearing, confirmed property notice and the absence of correspondence and called on all those wishing to be heard to approach the podium.

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

Motion made by Councilor Connelly, Second by Councilor Blake to close the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly. Motion passed.

COMMUNITY DEVELOPMENT:

31. Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending and updating multiple sections of Article VI *Zoning* within Chapter 30 *Land Development Regulations*.

Following the public hearing, staff request the Council ratify recommended changes to the City's municipal code.

Motion made by Councilor Toven, Second by Councilor Connelly to adopt City Ordinance 21-09-06, amending and updating multiple sections of the municipal code, specifically zoning and publish ordinance in summary form. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly. Motion passed by roll call vote.

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:04 PM.

Respectfully submitted:

Kimberly Gibeau, City Clerk



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CITY COUNCIL WORKSESSION MINUTES
Monday, September 20, 2021
4:00 PM

Mayor Pro-tem called the meeting to order at 4:03 PM.

ROLL CALL:

PRESENT: Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly **ABSENT:** Mayor Dale Christy

Staff: Tom Pagel, Barb Baird, Rob Mattei, Laura Pfeifer, Will Richter, Lasha Karels, Steve Schaar

BUSINESS:

1. Discuss the former Forest Lake School site housing opportunities and potential plan of action with representatives of Greater Minnesota Housing Fund

Mr. Mattei, along with members from Greater Minnesota Housing, discussed possible housing plans for old school site, GREDA interest in playing a role in the project and steps moving forward.

2. Review 2022 Budget

Mr. Pagel, with Finance Director Baird, discussed most recent adjustments to proposed budget noting changes in Police Department, addition of funding for annual Riverfest, increase in the City's tax capacity, changes in fiscal disparities and the current proposed tax rate of 82.553 percent. The truth in taxation hearing is scheduled for Monday, December 6, 2021 at 7:00 PM.

There being no further business, the meeting adjourned at 5:14 PM.

Respectfully submitted:

Kim Gibeau
 Kimberly Gibeau, City Clerk

DATE: 09/22/2021
 TIME: 12:17:29
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/27/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
1201275	LAFRENIERS HANDYMAN	65.00
1309090	SUPERONE FOODS NORTH	87.11
TOTAL CITY WIDE		152.11
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN, CHARTERED	183.75
TOTAL SPECIAL PROJECTS-NON BUDGETED		183.75
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1301020	MADDEN GALANTER HANSEN, LLP	2,601.00
TOTAL ADMINISTRATION		4,201.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0920060	ITASCA COUNTY TREASURER	1,762.24
1901535	SANDSTROM'S INC	176.76
2018225	TREASURE BAY PRINTING	239.00
TOTAL BUILDING SAFETY DIVISION		2,230.89
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	294.94
TOTAL COMMUNITY DEVELOPMENT		294.94
FIRE		
0315455	COLE HARDWARE INC	25.87
0401804	DAVIS OIL INC	315.40
0504825	EDWARDS OIL INC	754.39
0513231	EMERGENCY APPARATUS	12,609.73
0601690	FASTENAL COMPANY	397.49
0609305	FIGGINS TRUCK & TRAILER REPAIR	42.03
1200500	L&M SUPPLY	-34.47
TOTAL FIRE		14,110.44

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/27/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0104799	ADVANCED SERVICES INC	4,600.00
0201650	BARGEN INC	2,340.00
0221650	BURGGRAF'S ACE HARDWARE	87.43
0301685	CARQUEST AUTO PARTS	40.44
0315455	COLE HARDWARE INC	189.94
0401804	DAVIS OIL INC	4,398.37
0421125	JOHN P DUBOVICH	612.00
0601690	FASTENAL COMPANY	2,513.83
0801825	HAWKINSON CONSTRUCTION CO INC	12,530.00
0801836	HAWKINSON SAND & GRAVEL	98.62
0920060	ITASCA COUNTY TREASURER	52.95
1200500	L&M SUPPLY	614.87
1201545	LANYK ELECTRIC INC	6,990.00
1201730	LATVALA LUMBER COMPANY INC.	519.80
1205110	LEASE LANDSCAPING INC	2,640.57
1309148	MINNESOTA BACKFLOW TESTING	355.00
1309332	MN STATE RETIREMENT SYSTEM	1,800.44
1415545	NORTHLAND LAWN & SPORT, LLC	23.64
1503150	OCCUPATIONAL DEVELOPMENT CTR	2,915.00
1621125	PUBLIC UTILITIES COMMISSION	50.36
1900225	SEH	740.00
2000522	TNT CONSTRUCTION GROUP, LLC	500.00
2209421	VIKING ELECTRIC SUPPLY INC	20.78
T001380	THOMAS RUSSELL	250.00
TOTAL PUBLIC WORKS		44,884.04
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	205.88
1500700	OSI ENVIRONMENTAL BR 50	100.00
1605740	PETROCHOICE HOLDINGS INC	1,756.87
1801615	RAPIDS WELDING SUPPLY INC	2.00
TOTAL FLEET MAINTENANCE		2,064.75
POLICE		
0103325	ACHESON TIRE INC	25.00
0121725	AUTOMOTIVE ELECTRIC LLC	1,617.19
0301685	CARQUEST AUTO PARTS	565.88
1309160	MN COUNTY ATTORNEYS	55.00
1801570	RAPIDS AUTO WASH	33.00
1925500	SYMBOL ARTS, LLC	747.75
2000400	T J TOWING	405.00
TOTAL POLICE		3,448.82

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/27/2021

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
1901535	SANDSTROM'S INC	36.19
	TOTAL	36.19
AIRPORT		
0112100	ALAMO GROUP COMPANY	799.25
2018680	TRU NORTH ELECTRIC LLC	928.20
	TOTAL	1,727.45
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118230	ARENA WAREHOUSE, LLC	1,572.46
0221650	BURGGRAF'S ACE HARDWARE	109.99
0605652	FERGUSON WOLSELEY IND GROUP	474.60
0920060	ITASCA COUNTY TREASURER	43.63
1201730	LATVALA LUMBER COMPANY INC.	263.40
	TOTAL GENERAL ADMINISTRATION	2,464.08
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	15.99
0315455	COLE HARDWARE INC	1.97
	TOTAL	17.96
GO STATE-AID ST BONDS 2007B		
2305447	WELLS FARGO BANK NA	1,537.50
	TOTAL	1,537.50
GO STATE-AID BONDS 2012B		
2305447	WELLS FARGO BANK NA	20,228.75
	TOTAL	20,228.75

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/27/2021

VENDOR #	NAME	AMOUNT DUE

TIF 1-6 OLD HOSP HSING PAYGO		
1105530	KENNEDY & GRAVEN, CHARTERED	504.50
	TOTAL	504.50
GENERAL CAPITAL IMPRV PROJECTS		
2022-1 HIGHWAY 2 LIGHTING		
1900225	SEH	492.80
	TOTAL 2022-1 HIGHWAY 2 LIGHTING	492.80
AIRPORT CAPITAL IMPRV PROJECTS		
RUNWAY 16/34 RECONSTRUCTION		
1900225	SEH	124,775.00
	TOTAL RUNWAY 16/34 RECONSTRUCTION	124,775.00
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0401425	DAKOTA SUPPLY GROUP	178.17
0401804	DAVIS OIL INC	772.81
2000522	TNT CONSTRUCTION GROUP, LLC	23,672.53
	TOTAL CP2020/FD-1 NEW FIRE HALL	24,623.51
CP 2021-2 5TH STREET SW		
2000522	TNT CONSTRUCTION GROUP, LLC	15,495.32
	TOTAL CP 2021-2 5TH STREET SW	15,495.32
2015-3 HIGHWAY 2 WEST TRAIL		
2000522	TNT CONSTRUCTION GROUP, LLC	7,595.63
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	7,595.63
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
1900225	SEH	9,975.00
	TOTAL 21ST STREET IMPROVEMENTS	9,975.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/27/2021

VENDOR #	NAME	AMOUNT DUE

STORM WATER UTILITY		
0218115	BRAUN INTERTEC CORPORATION	3,315.25
0221650	BURGGRAF'S ACE HARDWARE	101.98
0301685	CARQUEST AUTO PARTS	170.26
0401804	DAVIS OIL INC	687.60
0514798	ENVIRONMENTAL EQUIPMENT AND	2,575.18
0801825	HAWKINSON CONSTRUCTION CO INC	8,038.15
1303039	MCCOY CONSTRUCTION & FORESTRY	39.40
1809154	RICHARD RYSAVY	50.00
1900225	SEH	550.00

TOTAL

15,527.82

TOTAL UNPAID TO BE APPROVED IN THE SUM OF:

\$296,572.25

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	3,401.27
0104095	DALE ADAMS	66.08
0113105	AMAZON CAPITAL SERVICES	1,378.39
0118663	ARROWHEAD TRANSIT	1,000.00
0305530	CENTURYLINK QC	259.00
0309600	CIRCLE K/HOLIDAY	237.07
0315543	CONSTELLATION NEWENERGY -GAS	434.25
0718015	GRAND RAPIDS CITY PAYROLL	281,183.80
0718070	GRAND RAPIDS STATE BANK	749.33
0815440	HOLIDAY STATIONSTORES LLC	203.50
0900060	ICTV	75.00
0920055	ITASCA COUNTY RECORDER	46.00
1301146	MARCO TECHNOLOGIES, LLC	1,949.40
1309098	MINNESOTA MN IT SERVICES	453.21
1309199	MINNESOTA ENERGY RESOURCES	539.29
1309265	MN DEPT OF LABOR & INDUSTRY	170.00
1309332	MN STATE RETIREMENT SYSTEM	2,424.00
1405850	NEXTERA COMMUNICATIONS LLC	457.17
1516220	OPERATING ENGINEERS LOCAL #49	109,451.00
1621130	P.U.C.	38,370.57
1721095	QUADIANT, INC	1,000.00
1903321	STEVEN SCHAAR	99.76
1903555	ERIK SCOTT	38.64
2000490	TDS Metrocom	575.08
2100265	U.S. BANK	450.00
2114750	UNUM LIFE INSURANCE CO OF AMER	272.62
2209665	VISA	4,723.90
2209705	VISIT GRAND RAPIDS INC	58,403.18
T000914	BARR ENGINEERING COMPANY	2,000.00
T001379	HOLETS CONSTRUCTION INC	500.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$510,911.51

TOTAL ALL DEPARTMENTS

\$807,483.76

Pokegama Golf Course

Minutes

Meeting: Tuesday, August 17th at 7:30AM at Pokegama Golf Course

Brad Gallop called the meeting to order at 7:30AM

In attendance: Brad Gallop, Pat Pollard, Kelly Kirwin, Rick McDonald, Steve Ross, Bob Cahill, John Bauer. Guests: Nate Morlan and Andrew Gesme

Rick made a motion to approve the Minutes from July. John Second. Motion Carried.

Rick made a motion to approve the Financials with the 2 additions noted by Bob Cahill; the Hawkinson bid for work on #17 was over by \$1,067.25 and we have an additional bill for Rapid Pest Control in the amount of \$90. Pat Second. Motion Carried.

Rick made a separate motion to approve the \$1,067.25 portion of the Hawkinson Invoice and the Rapid Pest Control invoice in the amount of \$90. Pat Second. Motion Carried.

Steve Ross Report: They are doing everything they can to keep the grass alive. He is suspending aerification because of the drought, hoping to do this in October or November. There will be some overseeding to do. We are about 10" of rain behind right now. It is so dry.

We do not yet have a bid on the tar. They are busy, so no call back yet.

Maintenance Building: Pat briefed us on the conversation he had with Morton Building. Various conversations were had about what we need and what we want, sizes of structure, etc. Brad made a recommendation that we build a committee to work with Bob, Steve and Nate and come back to the board next month with 2-3 options to review. The committee will include Pat and Rick from the golf board and Pat will present the proposals at the next board meeting. Everyone is looking forward to this discussion in September to help us move forward with this project that we have been talking about for years.

New bathrooms (between holes 2 and 3 and 11 and 12): Andrew Gesme was present to listen in on the options and discussion of new restrooms. The Gesme family is interested in making a gift to be a part of this project. A discussion took place around power, well pump, septic, building structure, etc. A recommendation was made to build another committee to work with Nate, Bob and Steve on this project. Kelly and Brad will join this committee to work on options to bring back to the board in September.

Nate gave an update that the accessible doors were being installed today and an electrician would be out here soon to hook everything up.

Stewart Bastian was at his restaurant and said he did not have any updates to report for concessions.

Bob Cahill Report: Financials are still strong as we are roughly \$55K up from last year. Tee sheet continues to stay busy and full; helping our very good year. Kelly asked about the status of the lifespan of our carts. Bob said we do have new batteries listed for purchase next year, but he

did want to note that with the high volume of play last year and this year the new carts are being used much more than expected. Steve said that the carts were all recently serviced and are doing well and that they keep an ongoing list of repairs for the carts and they keep up on this list regularly.

John made a motion to Adjourn. Brad second. meeting Adjourned.

Respectfully submitted

Kelly Kirwin
Recording Secretary

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

Item 5.

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Council Chambers, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, July 28, 2021 at 4:00 p.m.

CALL OF ROLL: On a Call of Roll, the following members were present: Commissioners Erickson, Hodgson, Joselyn, Learmont, Friesen and Connelly. Absent: Commissioners Lopez-Cortez and Stoll.

Staff: City Attorney Chad Sterle and Cynthia Lyman

CALL TO ORDER: Commissioner Chair Friesen called the meeting to order at 4:01 p.m.

SETTING OF REGULAR AGENDA: Motion by Commissioner Learmont, second by Commissioner Connelly to accept Agenda, passed by unanimous vote.

APPROVAL OF MINUTES:

June 30th, 2021 Human Rights Commission Meeting

Motion by Commissioner Joselyn, second by Commissioner Erickson to accept the June 30th, Human Rights Commission Meeting minutes. All in favor, motion passed.

FINANCIALS: \$9,727.00 no change, no motion needed.

PUBLIC COMMENT/ACCOLADES: None

OLD BUSINESS:

- 1) **2020 Census Data (Data Demographic Workgroup Combination):** Commissioner Hodgson said that there is nothing at this time.
- 2) **Commissioner Onboarding** (Workgroup Friesen, Stoll & Connelly): No updates at this time except that there was discussion on resources for new Commission members and that the information from the binder needs to be scanned. Commissioner Erickson volunteered to take this on. It was also mentioned that documents for the history of the Human Rights Commission should also be included in the information given to new Commission members.
- 3) **Indigenous Peoples Day Update:** Discussion that there is no theme yet. Commission Chair Friesen has an idea that the theme should be “movement”. Performers such as Larry Yazzie are booked at the Reif and renowned hoop dancers. Commissioner Joselyn asked about a proclamation and Commissioner Connelly responded that the city does this already. Commissioner Erickson asked to join the Indigenous Peoples Day Committee and the Commission did not see a problem with that.
- 4) **Monthly Speaker Invitation:** This item moved forward for time constraints as City Attorney has to depart from the meeting early. Myrna Peterson is the honored guest for this meeting. She thanked the Commission for the opportunity to be heard and recalled the 2015 wheel chairs rolling event that had a great turn out. She also mentioned that these four items: Transportation, Access, Sidewalks/Curbs and Awareness were on the top of the list for this community. She also spoke that this is all personal to her and until something happens to you, you don't see the barriers to these four things.

Myrna continued that both the City and the Foundation have given overwhelming support. There is more awareness in the schools and Mobility Mania raised money for an accessible playground, ballpark and vans were purchased for mobility. She also spoke about the new project coming, the “Autonomous Shuttle,” that even MDI wants to see in the city. Matt Wegwerth, City Engineer is working on the City’s ADA Compliance Plan, but City Attorney Chad Sterle said that it is still two years out. Myrna spoke about different businesses that are going beyond to assist disability patrons such as MDI and Aldi. The more educational awareness is out there especially by able-bodied people the more people are understanding the accessibility issues that people with disabilities face.

- 5) **True Tuesdays:** There was no discussion on this item, to be taken off of the next agenda.
- 6) **Juneteenth Banner:** Discussion regarding contacting MNDOT on how they sponsor/allow for a banner for a free, public event. Information needs to be gathered and Commissioner Joselyn then volunteered for the text of the Banner.
- 7) **Combatting Anti-Asian Discrimination Discussion/Response and Flyer:** Commissioner Joselyn drafted a Resolution for the Human Rights Commission Meeting Packet for review. Discussion ensued and Commissioner Learmont agreed to present a revised Resolution at the next meeting.
- 8) **Review Work Plan for Future Approval:** Discussion and feedback on the changes to the Work Plan. Commissioner Hodgson stated that in the last box of Quarter 1, it should read “continue work that has already started, related to Housing and Disabilities”. Commissioner Erickson also stated that the Commission needs to ask the City Attorney, Chad Sterle, if they can offer the monthly speakers a small stipend of \$30.00 to \$100.00 for their speech.

Commission members commended Commissioner Erickson for doing a great job on the Work Plan. Commissioner Erickson then volunteered to bring the Work Plan to the City Council and Commissioner Friesen will be the 2nd.

Motion by Commissioner Erickson, second by Commissioner Learmont to accept the 2022 Work Plan for the Human Rights Commission. All in favor, motion passed.

NEW BUSINESS:

- 1) **Grand Iron Range CAV Initiative:** This item tabled until the next meeting.
- 2) **Reviewed State Auditor Article:** The Commission reviewed the document from the State Auditor regarding minute taking.
- 3) **ADA Map & Text:** Add to Grand Iron Range CAV Initiative for next agenda.
- 4) **Ho-Chunk Nation Plaque – Correspondence from 9-25-19:** Discussion regarding the letter from Barb Sanderson relating to the Ho-Chunk Nation Plaque from the Human Rights Commission packet. The Commission stated that this probably needs to be brought back to Tom, possibly intended for the Anishinabe, tabled until 2022.

CALLS/COMPLAINTS/INQUIRIES: There are no calls/complaints or inquiries.

SETTING NEXT AGENDA: The next agenda will be on the new Municode format:

- **Commissioner On-Boarding**
- **Indigenous Peoples Day Community-Wide Workgroup**
 - **Review City Proclamation**
- **Juneteenth Event (Banner for 2022)**
- **Combatting Anti-Asian Discrimination Discussion-Review Resolution Revision**
- **Monthly Speaker Invitation**
- **State of Minnesota Department of Human Rights Commission – Training Opportunities for Fall 2021**
 - **League of MN Human Rights**
 - **Minnesota Humanities Center**
- **Grand Iron Range CAV Initiative and ADA Map/Text**

ADJOURNMENT: Meeting adjourned at 6:37 p.m.
Respectfully submitted by Cynthia Lyman



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider approving an easement at GPZ Airport with Minnesota Power

PREPARED BY: Matt Wegwerth

BACKGROUND:

Minnesota Power has been working with Grand Rapids Public Utilities, US Solar and the GPZ Airport on establishing a solar garden on airport property. In order for the generated power to connect to the system, an easement is required. City staff recommend approving easement.

REQUESTED COUNCIL ACTION:

Make a motion to approve an easement at GPZ Airport with Minnesota Power

GRANT OF EASEMENT

Property ID: 91-033-1309 (Parcel No. 1)
 91-033-1306 (Parcel No. 2)
 91-033-1301 (Parcel No. 4)

THIS GRANT OF EASEMENT (the “**Agreement**”) is made as of _____, 2021 (the “**Effective Date**”), by and between (i) as to the Parcel 1 Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation (“**Parcel 1 Owner**”), (ii) as to the Parcel 2 Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common (collectively, “**Parcel 2 Owner**”), (iii) as to the Parcel 4 Property (as defined herein), the Grand Rapids – Itasca County Airport Commission (“**Parcel 4 Owner**”), and (iv) as grantee under that certain Existing Easement Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation (“**Easement Parcel Grantor**”) (Parcel 1 Owner, Parcel 2 Owner, Parcel 4 Owner, and Easement Parcel Grantor, individually and collectively referred to as “**Grantor**”) and Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation (“**Grantee**”), with reference to the facts set forth below.

RECITALS:

A. Parcel 1 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-1** attached hereto and incorporated herein (the “**Parcel 1 Property**”). Parcel 2 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-2** attached hereto and incorporated herein (the “**Parcel 2 Property**”). Parcel 4 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-3** attached hereto and incorporated herein (the “**Parcel 4 Property**”). Easement Parcel Grantor is the grantee under that certain Permanent Easement and Temporary Easement dated January 29, 2009 and recorded July 31, 2009, by and between Armas Yuhala and Karen Yuhala, husband and wife, as grantor thereunder, and the Easement Parcel Grantor, as grantee thereunder, as more particularly described in **Exhibit A-4** attached hereto and incorporated herein (the “**Existing Easement Property**”). (Parcel 1 Property, Parcel 2 Property, Parcel 4 Property, and Existing Easement, individually and collectively referred to as “**Grantor**”

Property”). Notwithstanding that Grantor and Grantee acknowledge and agree that the Existing Easement Property is considered a “utility easement” as defined in Section 238.35 of the Minnesota Statutes and any similar successor statute allowing Grantee to utilize existing easements deeded to the public or any political subdivision for general or utility purposes, Easement Parcel Grantor joins in this Agreement in the event such statute (or any similar successor statute) is repealed, withdrawn or no longer of any force or effect.

B. Grantor and Grantee acknowledge and agree that Parcel 1 Property, Parcel 2 Property and Parcel 4 Property (the “**Easement Fee Parcels**”) are subject to that certain Option to Lease, Lease and Solar Easement dated February 23, 2021 (as may be amended, modified, renewed, restated and supplemented, the “**Lease**”), by and between (i) Parcel 1 Owner, Parcel 2 Owner and Parcel 4 Owner, as lessors of the Easement Fee Parcels and (ii) the Grand Rapids/Itasca County Joint Airport Commission, as lessor as to a separate fee parcel not subject to this Agreement (collectively with (i) hereof, and as amended and/or assigned, “**Lessor**”), and USS Itasca Clean Energy LLC, as lessee thereunder (“**Lessee**”), as evidenced by that certain Memorandum of Lease and Solar Easement entered into by and between Lessor and Lessee, dated as of even date therewith, and recorded on March 31, 2021 in the Office of the County Recorder of Itasca, Minnesota, as Document Number A000750583 (as may be amended, modified, renewed, restated and supplemented from time to time). Pursuant to the Lease, Lessee is granted certain rights and easements in, on, over, under and across the Easement Fee Parcels. By execution hereof, Lessee hereby consents to the grant of the easement set forth in this Agreement; provided that such grant shall at all times be subject and subordinate to Lessee’s rights, easements and all other interest in and to the Easement Fee Parcels as granted under the Lease.

C. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee desire to enter into this Agreement, as more particularly described below.

WITNESSETH:

1. Grantor, for a valuable consideration, paid by Grantee, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said Grantee, the following non-exclusive easements during the Term (as defined in Section 2), as follows:

a. Grantee shall have a non-exclusive easement and right of way for purposes of vehicular and pedestrian access, ingress and egress in, under, on, over and across that certain area of land described on **Exhibit B-1** and depicted on **Exhibit B-2**, each attached hereto and by this reference made a part hereof (the “**Access Easement Area**”). The easement and right of way granted herein shall include, without limitation, the construction, maintenance, inspection, operation, use, repair, reconstruction, replacement, alteration, improvement and/or removal (as determined in Grantee’s sole discretion) of a road and/or driveway on, over and across the Access Easement Area.

b. Grantee shall have a non-exclusive easement and right of way for purposes

related to Grantee's Facilities (as defined and more particularly set forth herein), in, under, on, over and across that certain area of land described on **Exhibit C-1** and depicted on **Exhibit C-2**, each attached hereto and by this reference made a part hereof (the "**Distribution Easement Area**" and collectively with the Access Easement Area, the "**Easement Area**").

c. Grantee shall have a non-exclusive easement and right of way across the Grantor Property and any other real property owned by Grantor in the vicinity as reasonably necessary for access, ingress and egress at any time and from time to time by Grantee to exercise Grantee's rights under this Agreement.

d. In the course of construction, installation, maintenance, repair, replacement, reconstruction, alteration, improvement, upgrade and removal of Grantee's Facilities (as defined herein), Grantee may, temporarily, (i) excavate as reasonably necessary from the Access Easement Area and adjacent to the Easement Area and (ii) utilize areas in the Access Easement Area, as well as adjacent to the Easement Area, as reasonably necessary for staging and laydown purposes; in each case so long as such excavation and utilization is limited to the least disturbance of such areas as can reasonably be achieved.

e. The easements and rights of way described in this Section 1 are sometimes collectively referred to in this Agreement as the "**Easements**". Each of the Easement is and shall remain subject to the limitations set forth in Section 30.

2. Unless Grantor and Grantee otherwise mutually extend this Agreement, the term of this Agreement (the "**Term**") shall commence upon the Effective Date and shall terminate in the event that the solar Facility (as defined in and contemplated under the Lease) (i) is removed and is not replaced with a similar or other solar Facility or (ii) becomes permanently inoperable for Solar Energy Purposes (as defined in the Lease) and is not repaired or replaced such that it becomes operable for Solar Energy Purposes or such that a similar or other solar Facility becomes operable for Solar Energy Purposes. Grantor shall provide Grantee with thirty (30) days' prior written notice of the date of such expiration or earlier termination of the Lease. Grantee shall remove Grantee's Facilities (as defined below) within twelve (12) months following expiration of the Term. During such twelve (12) month period, Grantor shall provide Grantee with reasonable access to Grantee's Facilities to perform such removal obligations.

3. Grantee shall, subject to the limitations set forth in Section 30, have the right to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, alter, improve, upgrade, and remove Grantee's Facilities (as defined herein) located within the Distribution Easement Area, at any time and from time to time in Grantee's sole discretion, to the fullest extent provided in this Agreement. For the avoidance of doubt, Grantee shall also have the right to enlarge, add to, and relocate Grantee's Facilities within the Distribution Easement Area. Additionally, Grantee may, in its sole discretion, take such actions as necessary, convenient or desired for the construction, operation, regulation, control, grounding and maintenance of Grantee's Facilities, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, or other purposes. "**Grantee's Facilities**" shall collectively mean and include electric lines, consisting of one or more lines or towers, poles and other structures, wires, cables, including ground wires and communication circuits and/or cables, both overhead and underground, with necessary and convenient

foundations, footings, conduits, pullboxes, circuit breakers, metering and associated equipment and installations, guy wires and anchors, insulators and crossarms placed on said structures and facilities, and buildings, structures and similar improvements in connection with the aforementioned facilities, and other fixtures, appliances and appurtenances connected therewith. For the avoidance of doubt, "Grantee's Facilities" shall at all times be and remain the property of Grantee (or Grantee's successors or assigns, if and to the extent applicable).

4. Grantor shall, subject to the limitations set forth in Section 30, have the obligation, and Grantee shall, subject to the limitations set forth in Section 30, have the right, to clear and to keep clear the Easement Area free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind (including, without limiting the generality of the foregoing, appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment), for the following reasons: (i) as may be required by the orders of an applicable governmental body having jurisdiction thereof, (ii) as may be necessary for the economical construction, maintenance or operation of Grantee's Facilities, (iii) for protection from fire and other hazards, (iv) for protection from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, and (v) for any and all purposes herein mentioned. In addition to the right of Grantee to remove trees from said Easement Area, Grantee shall, subject to the limitations set forth in Section 30, also have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said Easement Area, and any and all trees on the lands of the Grantor adjacent to said Easement Area for a distance of 75 feet from the exterior lines of said Easement Area, to such heights as in the reasonable judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities.

5. Without limiting the generality of the Easements granted herein, Grantee shall, subject to the limitations set forth in Section 30, have the right from time to time in its reasonable discretion to relocate the Easement Area to a different location on the Grantor Property; provided, however, that any such relocation shall be subject to Grantor's prior written approval; provided, further, that such approval shall not be unreasonably withheld, conditioned or delayed if such relocation would not materially interfere with Grantor's or Lessee's use and enjoyment of the Grantor Property or otherwise materially adversely affect the Grantor Property.

6. Notwithstanding that the Easements are non-exclusive as aforesaid, no person or entity (including, without limitation, Grantor or its agents, contractors or invitees) with any right, title or interest in or to all or any portion of the Easement Area (other than the Lessee, its successors or permitted assigns) shall use all or any portion of the Easement Area in a manner that unreasonably or adversely interferes with Grantee's use and enjoyment of the Easements or any other rights granted under this instrument.

7. Grantee shall, subject to the limitations set forth in Section 30, have the right to assign or otherwise transfer all or any portion of Grantee's rights and/or interest in the Easements and this Agreement (including, without limitation, the right to apportion or divide in whatever manner Grantee reasonably deems necessary), whether by assignment, lease, sublease, subeasement, license, or any other means or manner whatsoever.

8. Grantor, or Grantor's successor or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, its successors or permitted assigns, a menace or danger to said electric lines and communication circuits or which may in the reasonable opinion of Grantee, interfere with Grantee's ready access to said electric lines and communication circuits.

9. Grantee shall not take, authorize or direct any actions that would cause or allow, or could reasonably be expected to cause or allow, the Easement Area to be in violation of any applicable federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, about, or affecting the Easement Area. Grantee shall not generate, manufacture, store, or dispose of on, under or about the Easement Area or transport to or from the Easement Area any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as "**Hazardous Materials**"); provided, however, "Hazardous Materials" shall not include the incidental use of substances or materials to the extent used (and in quantities) in each case in compliance with applicable law. Grantee shall promptly notify Grantor of the detection by Grantee or one of its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee, of the presence in, or release to, the environment of any Hazardous Material, including but not limited to any release that must be reported pursuant to 40 C.F.R. Part 302 or 40 C.F.R. Part 355, or any applicable state law, relating to, arising out of or in connection with Grantee's possession, occupation and use of the Easement Area.

10. Indemnities.

a. Grantee covenants and agrees to defend, protect, indemnify and hold harmless Grantor, and its officers, directors, employees and agents ("**Grantor Indemnitees**"), from and against any and all claims, including any action or proceedings brought thereon, and all demands, suits, causes of action, judgments, costs, losses, demands, fees, fines, damages, expenses, obligations and liabilities (including reasonable attorneys' fees actually incurred and cost of suit, litigation, arbitration and settlement) of any kind or nature whatsoever (collectively, "**Claims**"), arising from or as a result of or in any way related to, directly or indirectly, (i) Grantee's exercise of any of the rights and privileges herein granted to Grantee, including damages relating to: (a) injury or death of any person (including without limitation, the employees of Grantor Indemnitees), and (b) damage to, or loss or destruction of any property, (ii) any material breach by Grantee of this Agreement, (iii) the use of the Easements and the Easement Area by Grantee, its agents and employees and (iv) the acts or omissions of Grantee, its agents and employees on or with respect to the Easement Area or the Grantor Property; provided, however, notwithstanding anything to the contrary, in no event shall Grantee have any liability to Grantor for (i) the negligence or willful misconduct of Grantor, or its employees, agents, contractors, vendors, or any other persons given access to the Grantor Property by Grantor, (ii) pre-existing conditions affecting the Property, or (iii) Grantee's mere discovery of any information potentially having a negative impact on Grantor or the Grantor Property (including

any Claims arising out of, resulting from or incurred in connection with the discovery of any Hazardous Materials on or about the Grantor Property.

b. Lessee and Grantee each (for purposes of this Subsection 10.b, the “**First Party**”) covenants and agrees to defend, protect, indemnify and hold harmless the other party and its respective officers, directors, employees and agents (with respect to such party, “**Indemnitees**”), from and against any and all Claims arising from or as a result of or in any way related to, directly or indirectly, (i) the First Party’s exercise of any of the rights and privileges granted to it under the Lease or this Agreement (as the case may be), including damages relating to: (a) injury or death of any person (including without limitation, the employees of Indemnitees), and (b) damage to, or loss or destruction of any property, (ii) any material breach by the First Party of this Agreement, (iii) the use of the Easements and the Easement Area by the First Party, its agents and employees and (iv) the acts or omissions of the First Party, its agents and employees on or with respect to the Easement Area or the Grantor Property; provided, however, notwithstanding anything to the contrary, in no event shall the First Party have any liability to any Indemnatee for (i) the negligence or willful misconduct of such Indemnatee, or its employees, agents, contractors, vendors, or any other persons given access to the Grantor Property by such Indemnatee, (ii) pre-existing conditions affecting the Grantor Property, or (iii) the First Party’s mere discovery of any information potentially having a negative impact on the other party or the Grantor Property (including any Claims arising out of, resulting from or incurred in connection with the discovery of any Hazardous Materials on or about the Grantor Property.

c.

11. Grantee covenants and agrees to keep or cause to be kept the Grantor Property, the Easement Area, and the improvements thereon, free and clear of and from any and all mechanics’, materialmen’s and other similar liens arising out of or in connection with the operations of Grantee (or any person claiming under Grantee) thereon or other activities of Grantee, or any other person claiming under Grantee, and to pay when due (or cause to be bonded) and discharged or bonded over of record any and all lawful claims upon which any such lien may or could be based, and to save and hold Grantor, and the improvements thereon, free and harmless of and from any and all such liens and any and all claims of such liens and suits or other proceedings pertaining thereto.

12. Grantee shall obtain and maintain in force the policies of insurance covering Grantee’s activities on the Easement Area at all times during the term of this Agreement as described in **Exhibit D**. Grantee shall provide Grantor with certificates of insurance reflecting the required coverage upon request by Grantor.

13. It is understood and agreed that this Agreement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said Easement Area, or otherwise, but that Grantor and Grantor’s successors and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances will do so from adjacent land and in such a manner as will not endanger

or interfere with the structures and facilities erected and installed under the Easements or with the operation or maintenance of the electric lines, communication circuits, or roads described under the Easements, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said Easement Area.

14. The terms, covenants and conditions of this Agreement shall bind and inure to the benefits of the successors and assigns of Grantor and the successors and permitted assigns of Grantee. Without limiting the generality of the foregoing, the provisions of this Agreement shall run with the Grantor Property, and shall both benefit and bind the owners and each successive owner of the Grantor Property during their respective periods of ownership.

15. Grantee shall pay all taxes which may be levied or assessed on Grantee's Facilities installed in the Easement Area, and Grantee further agrees to reimburse Grantor for the amount of any taxes which may be assessed against Grantor or by reason of Grantee owning Grantee's Facilities.

16. Neither Grantor nor Grantee shall take, authorize or direct any actions that would, or could reasonably be expected to, cause or allow the Easement Area to be in violation of any applicable federal, state, or local laws, ordinances or regulations. Grantee and its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee shall comply with all applicable federal, state, or local laws, ordinances or regulations with respect to any of their respective activities performed with respect to the Easement Area or under rights granted under this Agreement.

17. The failure by any party to observe or perform any covenant, agreement, condition or provision of this Agreement in any material respect, if such failure continues for (i) with respect to monetary defaults, ten (10) days from the date on which a monetary obligation became due and payable or (ii) with respect to non-monetary obligations, thirty (30) days after written notice thereof from a non-defaulting party to the defaulting party or such longer time as may be reasonably required to cure such non-monetary default (provided that the defaulting party shall have commenced measures to cure such non-monetary default within such thirty (30) day period and shall thereafter diligently pursue such effort to completion) shall be a default (a "**Default**") under this Agreement. Upon a Default, any non-defaulting party shall be entitled to seek any remedy available to such Party at law or in equity, including, without limitation, injunctive relief to enjoin a violation hereof; provided however, that in no event shall Grantor be permitted to terminate this Agreement.

18. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY (THE "**FIRST PARTY**") AGREES THAT NEITHER THE OTHER PARTY NOR SUCH OTHER PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL BE LIABLE TO THE FIRST PARTY OR THE FIRST PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING (WITHOUT LIMITATION) ANY LOSS OF ANTICIPATED REVENUES, PROFITS OR INTEREST,

CLAIMS OF CUSTOMERS, LOSS BY REASON OF ANY FACILITY SHUTDOWN OR NON-OPERATION, INCREASED EXPENSE OF OPERATION OF ANY FACILITY OR EQUIPMENT, OR ANY OTHER SPECIAL OR CONSEQUENTIAL MONEY DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

19. Grantor and Grantee hereby mutually acknowledge and agree that each grant of easement contained herein or made pursuant hereto is or shall be an easement only and that no easement granted or to be granted pursuant to this Agreement, and no other provisions of this Agreement, shall grant, demise, transfer, or otherwise convey, or may be deemed to grant, demise, transfer, or otherwise convey, to Grantee any other right, title, or interest whatsoever in or to any portion of the Grantor Property.

20. Grantor and Grantee each agrees to execute and deliver all further documents and to take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

21. Grantee agrees to comply with the following requirements: (a) Grantee shall abide and operate in accordance with generally accepted industry good and safe work practices in the conduct of all activities affecting or upon the Easement Area (including without limitation in the activities of its contractors at the Easement Area); and (b) Grantee hereby agrees that Grantor shall have the right to access the Easements at any time for the purposes of inspecting the Easement Area compliance with the terms and conditions of this Agreement, subject to such reasonable conditions as may be imposed by Grantee to protect Grantee's property and to ensure the security of Grantee's Facilities.

22. Not later than fifteen (15) days after receipt of a request for an estoppel certificate from either party to this Agreement, the other party shall provide an estoppel certificate stating that this Agreement has not been modified, or, if modified, stating the nature of the modification, and certifying that this Agreement, as modified, is in full force and effect. The estoppel certificate also shall identify any monetary or other obligations then due or unperformed and contain any additional information regarding this Agreement as may be reasonably set forth in the request.

23. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (c) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid, and return receipt requested, addressed to the Parties as set forth below. Any party may change its address for notices by giving written notice to the other Parties in the manner set forth above.

To Parcel 1 Owner: City of Grand Rapids, Minnesota
420 N. Pokegema Ave.
Grand Rapids, MN 55744

Attn: Matt Wegwerth

To Parcel 2 Owner: City of Grand Rapids
420 N. Pokegema Ave.
Grand Rapids, MN 55744
Attn: Matt Wegwerth

Itasca County, Minnesota
Itasca County Land Department
1177 La Prairie Ave.
Grand Rapids, MN 55744
Attn: Cindy Shevich

To Parcel 4 Owner: Grand Rapids – Itasca County Airport Commission
c/o City of Grand Rapids
420 N. Pokegema Ave.
Grand Rapids, MN 55744
Attn: Matt Wegwerth

To Easement Parcel Grantor:

City of Grand Rapids
420 N. Pokegema Ave.
Grand Rapids, MN 55744
Attn: Matt Wegwerth

To Grantee: Minnesota Power, a division of ALLETE, Inc.
30 West Superior Street
Duluth, Minnesota 55802
Attn: Real Estate Services

With a Copy To: Sheppard, Mullin, Richter and Hampton, LLP
12275 El Camino Real, Suite 200
San Diego, CA 92130-4092
Attention: Tony Toranto

24. This Agreement, including all recitals and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the Parties, with respect to the subject matter of this Agreement. No representations, inducements, promises, or agreements have been

made in connection with this Agreement by any party, or anyone acting on behalf of any party, other than those expressly set forth in this Agreement.

25. Except as provided in Section 30, this Agreement may be amended, modified or supplemented only by a written agreement executed by Grantor and Grantee, with a copy of the same being delivered to the Lessee. Any failure by either party to pay, perform, observe, satisfy or comply with any obligation, covenant, condition or term in this Agreement may be expressly waived only by a written agreement executed by the non-failing party, and any such waiver shall not operate as a waiver of any subsequent failure to pay, perform, observe, satisfy or comply with the same or any other obligation, covenant, condition or term.

26. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

27. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, that term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

28. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

29. This Agreement shall become effective only when fully executed, and acknowledged and delivered by Grantor and Grantee and acknowledged by Lessee.

30. Grantee hereby acknowledges and agrees that the easements and rights granted hereunder shall at all times be subject and subordinate in each and every respect to the Lease, as the same may be amended, modified, renewed, restated and supplemented from time to time. Grantee acknowledges and agrees that, in utilizing the easements and exercising the rights granted under this Agreement, Grantee shall not encumber, disturb or otherwise interfere with Lessee's rights in and to the Easement Fee Parcels, shall insure that Grantee's use of the Easement Fee Parcels shall be undertaken so as to minimize any interference in Lessee's use of the Easement Fee Parcels, and shall insure that Grantee's activities on the Easement Fee Parcels shall not interfere with the receipt of sunlight over the Easement Fee Parcels or impede or decrease the output or efficiency of the Lessee's solar Facility on the Easement Fee Parcels, except as approved in writing by the Lessee. Grantor, Grantee and Lessee each acknowledges and agrees that (a) Lessee is a third party beneficiary with respect to those rights and obligations under this Agreement related to Lessee and may enforce such provisions as if it were a party hereto, , and (b) the Agreement may be modified or amended at any time or from time to time, without notice to or the consent of Lessee; except to the extent any such modification or amendment could reasonably be expected to impact Lessee's rights or interests under the Lease or the subordinated nature of this Agreement.

[SIGNATURE PAGES FOLLOW]

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 1 OWNER:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 2 OWNER:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation,
as 50% tenant in common

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation, as 50% tenant in common.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 2 OWNER:

COUNTY OF ITASCA, MINNESOTA,
as 50% tenant in common

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the County of Itasca, Minnesota, as 50% tenant in common.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 4 OWNER:

GRAND RAPIDS – ITASCA COUNTY AIRPORT
COMMISSION

By: CITY OF GRAND RAPIDS,
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation, as authorized signatory for Grand Rapids – Itasca County Airport Commission.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

EASEMENT PARCEL GRANTOR:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation.

WITNESS my hand and official seal.

Notary Public
My commission expires:

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned Lessee hereby acknowledges receipt of a copy of this Agreement and agrees to the provisions set forth in Recital B. and Section 30 hereof.

EXECUTED FOR THE LIMITED PURPOSES SET FORTH HEREIN, on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

LESSEE:

USS ITASCA CLEAN ENERGY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of USS Itasca Clean Energy, LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXHIBIT A-1**Grantor Property – Parcel 1 Property****Property ID: 91-033-1309 (Parcel No. 1)**

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

EXHIBIT A-2**Grantor Property – Parcel 2 Property****Property ID: 91-033-1306 (Parcel No. 2)**

The North Quarter (N 1 /4) of the Southwest Quarter of the Northeast Quarter (SW1 /4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

EXHIBIT A-3

Grantor Property – Parcel 4 Property

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

EXHIBIT A-4

Grantor Property – Existing Easement Property

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

EXHIBIT B-1

Description of Access Easement

Parcel 1:

That part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the north line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence continuing southerly 35.53 feet, along the southerly extension of last described tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 33 degrees 55 minutes 45 seconds; thence South 07 degrees 49 minutes 38 seconds East 30.66 feet; thence South 82 degrees 10 minutes 22 seconds West 12.00 feet; thence North 07 degrees 49 minutes 38 seconds West 29.96 feet; thence northwesterly 40.94 feet along a tangential curve concave to the southwest having a radius of 70.00 feet and a central angle of 33 degrees 30 minutes 43 seconds to the North line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East, along said north line 34.14 feet to the Point of Beginning and easement there terminating.

Parcel 2:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 40 minutes 48 seconds West, not tangent to last said curve, 34.14 feet, along last said south line; thence northwesterly 67.38 feet along a non-tangential

curve concave to the southwest having a radius of 70.00 feet and a central angle of 55 degrees 09 minutes 18 seconds; thence South 83 degrees 30 minutes 21 seconds West, tangent to last said curve 19.62 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence South 83 degrees 30 minutes 21 seconds West 71.18 feet; thence North 06 degrees 29 minutes 39 seconds West 26.00 feet; thence North 83 degrees 30 minutes 21 seconds East 73.51 feet to said West line of the East 410.00 feet; thence South 01 degrees 22 minutes 26 seconds East, along last said west line 26.10 feet to the Point of Beginning and there terminating.

Parcel 4:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road and the POINT OF BEGINNING of the easement to be described; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 40 minutes 48 seconds West, not tangent to last said curve, 34.14 feet, along last said south line; thence northwesterly 67.38 feet along a non-tangential curve concave to the southwest having a radius of 70.00 feet and a central angle of 55 degrees 09 minutes 18 seconds; thence South 83 degrees 30 minutes 21 seconds West, tangent to last said curve 19.62 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 01 degrees 22 minutes 26 seconds West 26.10 feet, along last said west line; thence North 83 degrees 30 minutes 21 seconds East 361.44 feet to the westerly right of way line of Airport Road; thence South 01 degrees 22 minutes 26 seconds East, along said westerly right of way line 32.13 feet to the Point of Beginning and there terminating.

Existing Easement:

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

EXHIBIT B-2

Depiction of Access Easement

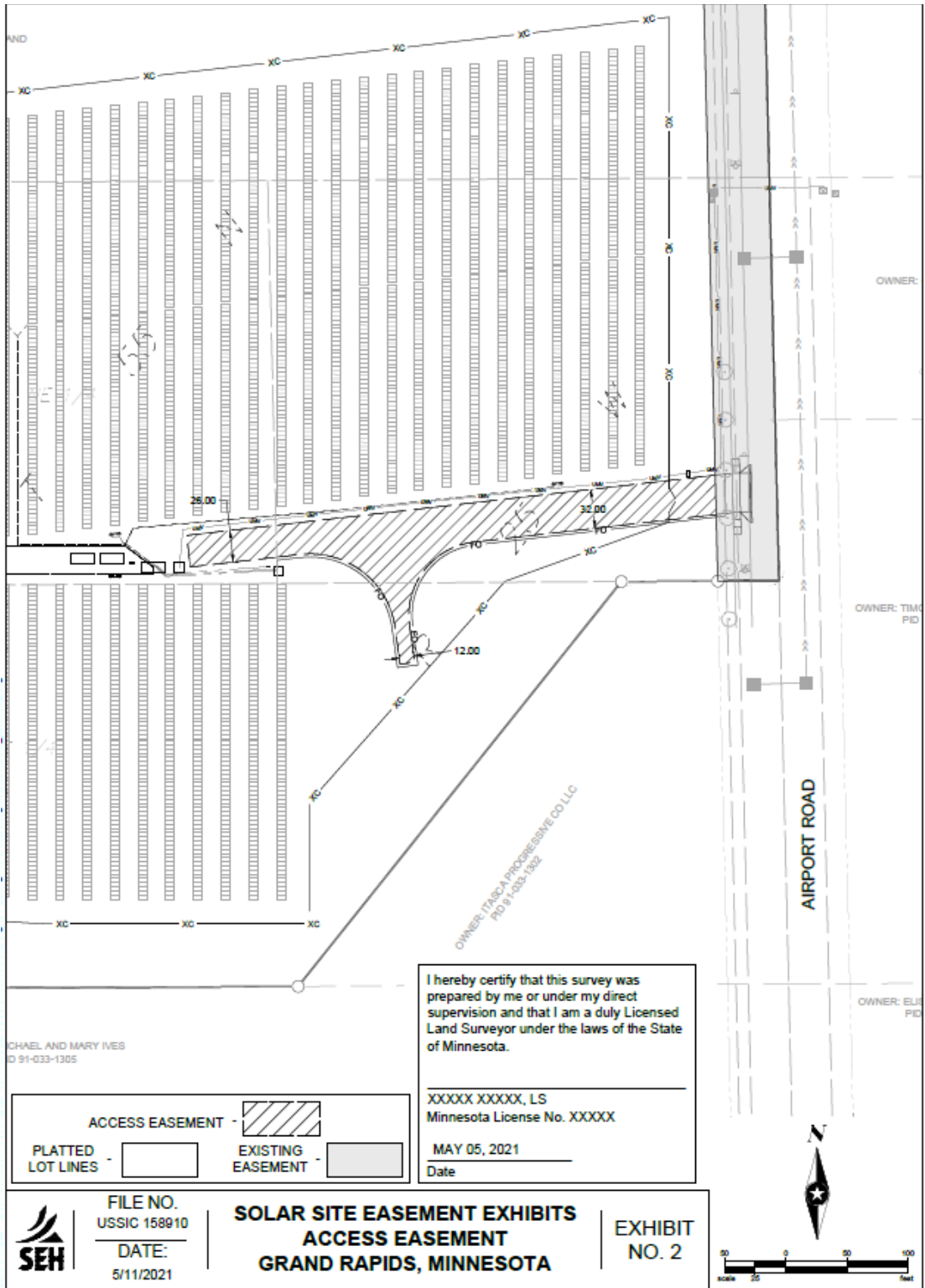


EXHIBIT C-1

Description of Distribution Easement

Parcel 1:

That part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, which lies within 10.00 feet of and left of the following described line:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 63.70 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 58 degrees 23 minutes 57 seconds to the south line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the line to be described; thence continuing 35.77 feet along the extension of said tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 32 degrees 47 minutes 45 seconds; thence South 07 degrees 49 minutes 38 seconds West 28.16 feet; thence South 82 degrees 10 minutes 22 seconds West 7.04 feet; thence North 07 degrees 45 minutes 03 seconds West 27.46 feet; thence 40.26 feet along a tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 31 degrees 49 minutes 03 seconds to the north line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and line there terminating.

The sidelines of said easement are to be lengthened or shortened to terminate on the North line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter.

Parcel 2:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence North 01 degrees 22 minutes 26 seconds West, along last said right of way line 28.98 feet; thence South 81 degrees 52 minutes 18 seconds West 15.90 feet; thence South 00 degrees 00 minutes 00 seconds East 3.79 feet; thence North 90 degrees 00 minutes 00 seconds West 13.06 feet; thence North 00 degrees 00 minutes 00 seconds East 1.93 feet; thence South 81 degrees 52 minutes 18 seconds West 21.96 feet; thence South 83 degrees 59 minutes 39 seconds West 183.74 feet; thence South 83 degrees

33 minutes 33 seconds West 126.67 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter to the POINT OF BEGINNING of the easement to be described; thence North 01 degrees 22 minutes 26 seconds West, along last said west line 10.04 feet; thence South 83 degrees 33 minutes 33 seconds West 81.09 feet; thence South 5 degrees 07 minutes 41 seconds West 26.94 feet; thence North 90 degrees 00 minutes 00 seconds West 31.82 feet; thence South 00 degrees 00 minutes 00 seconds East 17.50 feet; thence North 90 degrees 00 minutes 00 seconds East 18.93 feet; thence South 46 degrees 37 minutes 11 seconds East 5.35 feet; thence North 86 degrees 48 minutes 37 seconds East 84.48 feet; thence South 00 degrees 00 minutes 00 seconds East 5.03 feet; thence North 90 degrees 00 minutes 00 seconds East 9.01 feet to the west line of said East 410.00 feet; thence North 01 degrees 22 minutes 26 seconds West along last said west line 23.74 feet; thence South 83 degrees 30 minutes 21 seconds West 4.96 feet; thence South 00 degrees 38 minutes 36 seconds East 3.17 feet; thence North 90 degrees 00 minutes 00 seconds West 3.55 feet; thence South 00 degrees 00 minutes 00 seconds East 1.69 feet; thence South 85 degrees 52 minutes 23 seconds West 66.20 feet; thence North 05 degrees 07 minutes 41 seconds East 25.87 feet; thence North 83 degrees 33 minutes 33 seconds East 72.05 feet to the Point of Beginning and there said easement terminating.

The sidelines of said easement are to be lengthened or shortened to terminate on the said west line of the East 410.00 feet of the North Quarter of the Southwest Quarter of the Northeast Quarter.

Parcel 4:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, which lies within 10.00 feet of and southerly of the following described line:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road and the POINT OF BEGINNING of the line to be described; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 63.70 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 58 degrees 23 minutes 57 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter and there terminating.

The side lines of said easement are to be lengthened or shortened to terminating on the westerly right of way line of Airport Road and the south line of the North Quarter of the Southwest Quarter of the Northeast Quarter.

Together with

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet to the POINT OF BEGINNING of the easement to be described; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence North 01 degrees 22 minutes 26 seconds West, along last said right of way line 28.98 feet; thence South 81 degrees 52 minutes 18 seconds West 15.90 feet; thence South 00 degrees 00 minutes 00 seconds East 3.79 feet; thence North 90 degrees 00 minutes 00 seconds West 13.06 feet; thence North 00 degrees 00 minutes 00 seconds East 1.93 feet; thence South 81 degrees 52 minutes 18 seconds West 21.96 feet; thence South 83 degrees 59 minutes 39 seconds West 183.74 feet; thence South 83 degrees 33 minutes 33 seconds West 126.67 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 01 degrees 22 minutes 26 seconds West, along last said west line 10.04 feet; thence North 83 degrees 33 minutes 33 seconds East 125.82 feet; thence North 83 degrees 59 minutes 39 seconds East 183.59 feet; thence North 81 degrees 52 minutes 18 seconds East 23.20 feet; thence North 00 degrees 00 minutes 00 seconds East 2.97 feet; thence North 90 degrees 00 minutes 00 seconds East 13.06 feet; thence South 00 degrees 00 minutes 00 seconds East 1.11 feet; thence North 81 degrees 52 minutes 18 seconds East 15.65 feet to said westerly right of way line of Airport Road; thence South 01 degrees 22 minutes 26 seconds East, along last said right of way line, 10.07 feet to the Point of Beginning and easement there terminating.

Together With

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 99.48 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 91 degrees 11 minutes 42 seconds; thence South 07 degrees 49 minutes 38 seconds East 28.16 feet; thence South 82 degrees 10 minutes 22 seconds West 7.04 feet; thence North 07 degrees 45 minutes 03 seconds West 27.46 feet; thence northwesterly 40.26 feet along a tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 31 degrees 49 minutes 03 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence continuing northwesterly 71.94 feet along the extension of last described tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 56 degrees 51 minutes 07 seconds; thence South 83 degrees 30 minutes 21 seconds West 19.40 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 01 degrees 22 minutes 26 seconds East, along last said west line 23.74 feet; thence North 90 degrees 00 minutes 00 seconds East 10.99

feet; thence North 00 degrees 00 minutes 00 seconds East 14.99 feet; thence North 83 degrees 30 minutes 21 seconds East 8.90 feet; thence southerly 53.30 feet along a tangential curve concave to the southwest having a radius of 62.50 feet and a central angle of 48 degrees 51 minutes 40 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East, along last said south line 13.71 feet to the Point of Beginning and there terminating.

Existing Easement:

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

EXHIBIT C-2

Depiction of Distribution Easement

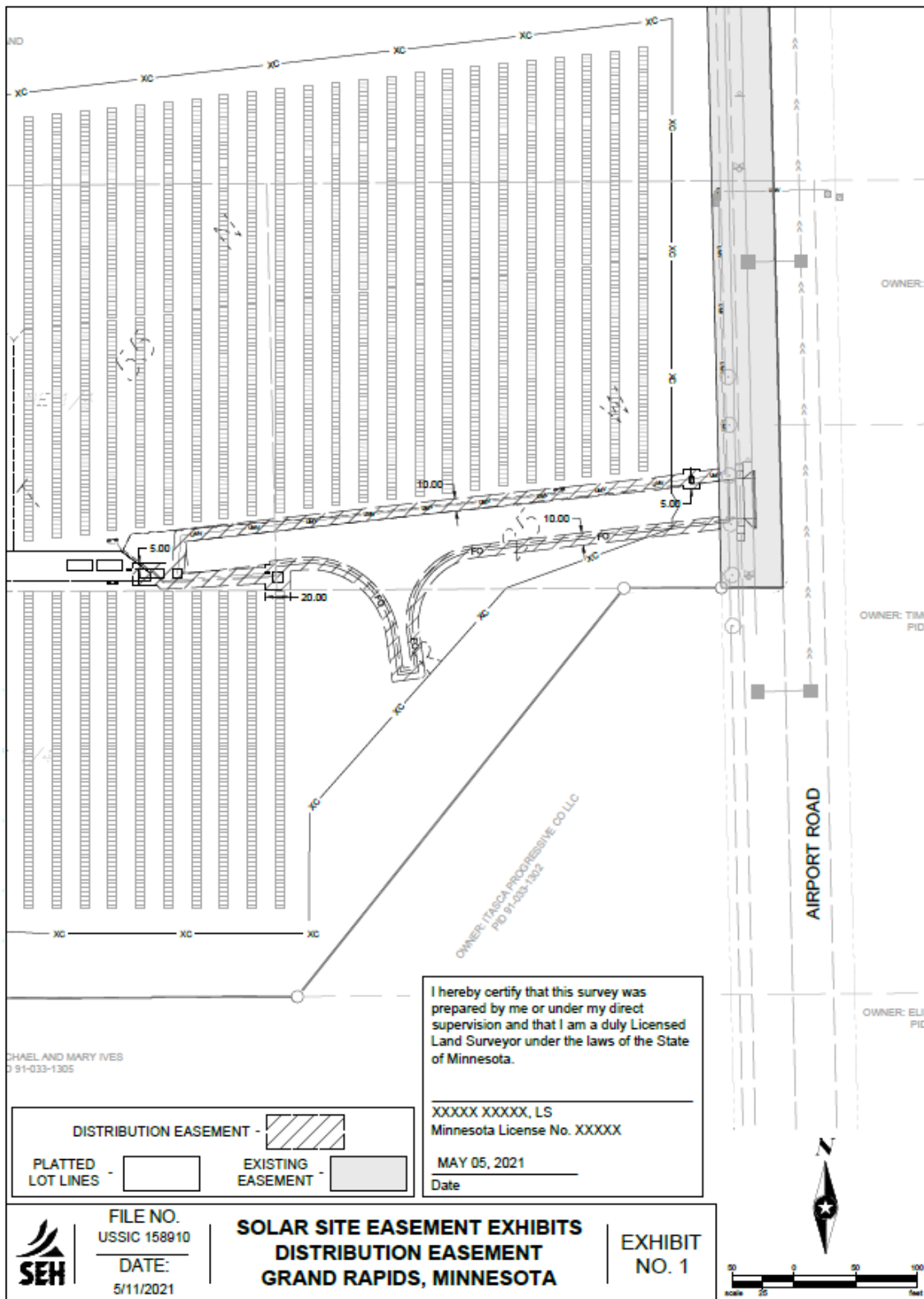


EXHIBIT D

Insurance Requirements

Compensation Insurance in compliance with the statutory requirements of the state of operation, and Employer's Liability Insurance in the amount of \$1,000,000 each accident/disease/policy limit. Grantee shall be allowed to self-insure its Workers' Compensation obligation if it is an approved self-insurer in the state where the Grantee's Facilities are located.

Commercial General Liability Insurance including Contractual Liability Coverage, covering liability assumed under this Agreement, Products/Completed Operations Coverage, Broad Form Property Liability Coverage, and Personal Injury Coverage in the amount of \$2,000,000 combined single limit for Bodily Injury and Property Damage and a \$4,000,000 general aggregate limit. This requirement may be satisfied through self-insurance, an excess liability or umbrella liability policy or any combination of the forgoing.

Commercial Automobile Liability Insurance covering all owned, hired, leased, and non-owned vehicles, for Bodily Injury Liability and Property damage, a combined single limit of not less than \$1,000,000. This requirement may be satisfied through self-insurance, an excess liability or umbrella liability policy or any combination of the forgoing.

Excess Liability Coverage with limits of not less than \$5,000,000 each occurrence, and applying excess of the primary Commercial General Liability, Auto Liability and Employers Liability policies. Coverage shall be on a form that is at least as broad as the underlying policies it follows.

- (a) Grantee's insurance policies, excluding Workers Compensation, shall include Grantor as an additional insured as its interests may appear under this Agreement. All of Grantee's policies of insurance shall be primary insurance and non-contributing with any other insurance maintained by Grantor and shall provide for a Waiver of Subrogation in favor of Grantor. Upon receipt from its insurer, Grantee will use its best efforts to provide Grantor with thirty (30) days' prior Notice of cancellation. Grantee shall provide Grantor with Certificates of Insurance issued to Grantee evidencing coverage currently in effect upon execution of this Agreement, and within thirty (30) days after each of Grantee's policy renewals thereafter for the duration of this Agreement.
- (b) Grantee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.
- (c) Liability coverage limits may be satisfied through a combination of both primary and or excess liability or umbrella liability limits.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider approving final payment in the amount of \$15,495.32 and balancing change order #1 for CP 2021-2, 5th Street SW Reconstruction.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Attached is balancing change order #1, a balancing change order is an accounting device used to adjust the contract amount to equal the as built amount. The original contract amount was \$277,800.00 the final contract amount is \$283,572.49. Approval of these items will close out the project.

REQUESTED COUNCIL ACTION:

Make a motion to approve final payment in the amount of \$15,495.32 and balancing change order #1 for CP 2021-2, 5th Street SW Reconstruction.

CHANGE ORDER

Project No.	GRANR 158861	City Project No.	2021-2	Change Order No.	1
-------------	--------------	------------------	--------	------------------	---

Project Location	5 th Street SW				
Local Agency	The City of Grand Rapids	Local Project No.	GRANR 158861		
Contractor	TNT Construction Group, LLC	Contract No.	CP 2021-2		
Address/City/State/Zip	40 County Road 63, Grand Rapids, MN 55744				
Total Change Order Amount \$	0				

This is a Balancing Change Order. A Balancing Change Order is an accounting devise used to adjust the Contract Amount to equal the As-Built Amount.

Contract Amount: Original = \$277,800.00, Revised = 283,572.49

Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>					
Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Net Change this Change Order					0

Due to this change, the contract time: <i>(check one)</i>	
<input checked="" type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: NA	Number of Calendar Days Affected by this Contract Change: NA

Approved by Project Engineer:  Date: Sep 16, 2021

Print Name: Matt Wegwerth Phone: 218.726.7625



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider adopting a resolution accepting a grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) for CP 2003-18, 21st Street SW Extension and authorize execution.

PREPARED BY: Matt Wegwerth

BACKGROUND:

At their August 23, 2021 regular meeting the City Council authorized an application to the IRRR for a regional trail grant for CP 2003-18, 21st Street SW Extension. The request has been approved by IRRR in the amount of \$139,500. The attached resolution accepts the grant and authorizes execution of the grant agreement.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) for CP 2003-18, 21st Street SW Extension and authorize execution.

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

Item 8.

PO ID 3000008636	PO Date September 14, 2021		Fiscal Year 2022	Grant Award \$139,500.00
Vendor ID 0000195352	Fund 2380	Fin Dept ID B4335370	Approp ID B43N6AS	Account 441352

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of the Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Grand Rapids City of, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 ("GRANTEE").

Recitals

1. Under Minn. Stat. § 298.22, subd. 13, Douglas J. Johnson Economic Protection Trust Fund (Minn. Stat. § 298.292, subd. 1 and Minn. Stat. § 298.296, subd. 2(c)) and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 22-005 the State is empowered to enter into this grant contract agreement.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. Iron Range Resources and Rehabilitation has determined that completion of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract agreement.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective date:

September 14, 2021, Per Minn. Stat. Sec. 16B.98, Subd. 5, **the Grantee must not begin work until this grant contract agreement is fully executed and the the State's Authorized Representative has notified the Grantee that work may commence.** Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration date:

December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is attached hereto and incorporated into this grant contract. The grantee will comply with required grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (1). Item 8.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached hereto and incorporated into this grant contract.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be according to the breakdown of costs contained in Exhibit B; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The 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.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$139,500.00 and be in accordance with the breakdown of costs contained in Exhibit B.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the breakdown of costs contained in Exhibit B.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must follow

the law.

Item 8.

(a) For projects that include construction work, prevailing wage rates must be paid pursuant to Minn. Stat. Sec.177.41-177.44 and per the Iron Range Resources and Rehabilitation Board Resolution No. FY96-005, which is attached hereto and incorporated by reference into this grant contract as Exhibit C (for projects that include construction work). Consequently, the bid request must state the project is subject to the payment of *prevailing wages*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract 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.

6 Authorized Representative

The State's Authorized Representative is Jim Plummer, 1003 Discovery Drive, Chisholm, Minnesota, 55719, (218) 274-7006, jim.plummer@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rob Mattei, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744, 218-326-7600, rmattei@ci.grand-rapids.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

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

8 Liability

Item 8.

The 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 grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. Sec. 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the 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 grant 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.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

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

10.2 Intellectual Property Rights

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. Sec.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 grant contract must identify the Department of Iron Range Resources and Rehabilitation as the sponsoring agency and must not be released without prior written approval from the Iron Range Resources and Rehabilitation'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 contract.

12.2 Endorsement

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

Item 8.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' 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 contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made 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 grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature (*State grant funds only*).
- (b) Or, 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 contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. Sec.270C.65, Subd. 3, and other applicable law, the 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 Provisions

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing

Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec. 116L.66 (Job Listings for of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C. Sect. 12101.

Item 8.

The grant is subject to the provisions in Minn. Stat. Sec. 16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

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

Electronically Approved and Signed
Signed: Bob Scuffy
Title: Accounting Director
Date: September 14, 2021

Electronically Approved and Signed
By: Mark R Phillips
Title: Commissioner
Date: September 14, 2021

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

EXHIBIT A: DUTIES

The Grantee, who is not an Agency employee, will use the Department of Iron Range Resources and Rehabilitation (Agency) monies provided to the City Grand Rapids for the 21st Street SW Trail Connection project.

In-kind materials and/or labor ARE NOT eligible towards the project.

Eligible expenses are outlined in the budget of the application and included in Exhibit B. Related expenses must be pre-approved by the agency's Authorized Representative.

REPORTING REQUIREMENTS:

The grantee will submit a progress report to the Department of Iron Range Resources and Rehabilitation if the grant period exceeds 12 months.

The grantee will submit a final report to the agency prior to final disbursement of grant funds.

The agency's authorized representative may conduct a site visit or call as a monitoring requirement for the project.

ACKNOWLEDGEMENT:

As a condition of receiving grant funding, grantee agrees to acknowledgment of the grant by displaying signage that is clearly visible to the public. Signage will be provided by Iron Range Resources and Rehabilitation, and may be in the form of a plaque, construction site board, window decal, or other signage.

EXHIBIT B: PAYMENTS

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$139,500.00. The Department of Iron Range Resources and Rehabilitation will promptly pay the Grantee after the Grantee presents itemized invoices for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

Budget

	Detailed Expense Description	Funding Sources: Applicant	Funding Sources: Iron Range Resources and Rehabilitation	Funding Sources:	Total Funding
Expense 1	Trail Construction, Engineering & Contingency	\$139,500	\$139,500		\$279,000
Expense 2					
Expense 3					
Expense 4					
Expense 5					
Total		\$139,500	\$139,500		\$279,000

EXHIBIT C

IRON RANGE RESOURCES AND REHABILITATION BOARD OF THE STATE OF MINNESOTA

Resolution No.: FY96-005

WHEREAS, the Board is authorized and required under the provisions of Minnesota Statutes: Section 298.22, subdivision 2; Section 298.223, Subdivision 2; and Section 298.296, subdivision 2, to approve projects before any funds made available to the Commissioner under any such section (hereafter referred to as "IRRRB Funds") may be expended; and

WHEREAS, the Board met in open session on Friday, March 22, 1996, at Room 229, in the State Capitol Building, St. Paul, Minnesota, to consider the approval of various projects to be financed with IRRRB Funds, and at such meeting considered and discussed whether or under what circumstances wages should be paid to workers on IRRRB funded projects at rates which are consistent with the prevailing wage requirements for projects subject to Minnesota Statutes Sections 177.41 to 177.44;

WHEREAS, the Board on Monday, April 29, 1996, met in open session at the IRRRB Building at Eveleth, Minnesota, and further considered the matter of its policy on prevailing wages; and

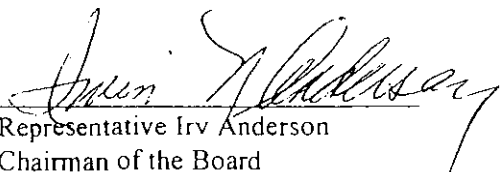
WHEREAS, on the basis of such discussions and considerations the Board has determined that a policy statement regarding the payment of prevailing wages on IRRRB funded projects should be adopted so that it can be referred to and incorporated by reference as a condition of the Board's approval of specific projects which from time to time hereafter are submitted to it by the Commissioner for approval;

NOW, THEREFORE, BE IT RESOLVED that when the Board determines to invoke or apply a prevailing wage condition on a project, it intends that substantially the following language be inserted in the contract:

This Board's approval of funding for this project is subject to the further condition that the Grantee/Borrower must, before any IRRRB funds are paid or released, first certify to the commissioners of labor and industry and of Iron Range Resources and Rehabilitation that it will pay or require to be paid to all laborers, workers and mechanics performing work at the Project Site being financed in whole or in part with such IRRRB funds, wages at a rate not less than the prevailing wage rates as defined in Minnesota Statutes § 177.42, subdivision 6, as amended. The term "Project Site" shall include not only the immediate physical location at which the improvements funded in whole or in part by these approved IRRRB funds are to be made, but also any other areas of substantially concurrent construction work within the same building or on the same or a connected parcel of land which is being done by the grantee/borrower or by a private business entity in association with the Grantee's/Borrower's project or in contractual reliance upon its being done.

BE IT FURTHER RESOLVED that this resolution may hereafter be referenced and referred to as "Resolution 96-005"
PASSED AND ADOPTED BY VOTE OF THE IRON RANGE RESOURCES AND REHABILITATION BOARD
THIS 29th DAY OF APRIL, 1996

AYES:	_____
NAYS:	_____ 11
ABSTENTIONS:	_____ 0
ABSENT:	_____ 0

Signed: 
Representative Irv Anderson
Chairman of the Board

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

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A \$139,500 GRANT FROM THE IRON RANGE RESOURCES AND REHABILITATION (IRRR) FOR CP 2003-18, 21st Street SW Extension.

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 \$139,500 grant from the Iron Range Resources and Rehabilitation (IRRR) for CP 2003-18, 21st Street SW Extension and furthermore authorizes the Mayor to execute the associated grant agreement.

Adopted this 27th day of September 2021.

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 9-27-2021

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

PREPARED BY: Travis Cole

BACKGROUND:

The Grand Rapids Fire Department has the opportunity to apply for a grant for the Hazardous Material Chemical to be reimbursed at an 80/20 match to be used for training and educational purposes. The twenty percent funding match is accounted for within the Hazmat Team regular budget.

REQUESTED COUNCIL ACTION:

Make a motion to authorize staff to apply for a HMEP grant from the Department of Public Safety.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider adopting a resolution accepting a bench donation from the Aultman family in honor of Lonny Deen Aultman.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City has a dedicate a bench program where citizens can purchase and donate a bench dedicating it in honor of a person or persons. The Aultman Family have submitted the paperwork and fee for a bench in honor of Lonny Deen Aultman to be placed at Oakland Park.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting a bench donation from The Aultman Family in honor of Lonny Deen Aultman.

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

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A \$2,368.35 DONATION FOR THE INSCRIPTION AND COST OF ONE PARK BENCH

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:

- An area resident donated \$2,368.35 for the inscription and cost of a park bench to be placed on the grounds of Oakland Park.

Adopted this 27th day of September, 2021.

Dale Christy, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 9/27/2021

AGENDA ITEM: Consider accepting an updated Contract for Fire Fighting Services for Arbo, Harris, and Blackberry Townships.

PREPARED BY: Travis Cole

BACKGROUND:

The Fire Chief has met with most of the townships we currently sever in regards to general information as well as getting updated fire contracts. I have received 3 fire contracts back from Arbo, Harris, and Blackberry to date. I will bring the other contracts to council once I receive them.

Previously, fire contracts were a five year agreement. We have discussed with the townships and City Attorney to make these fire contracts to continue in perpetuity unless earlier terminated for hereafter. The City and/or Townships shall have the right to terminate this agreement by providing, at minimum, twelve months written notice by certified mail, which notice shall be sent prior to April 1st of any year, to terminate fire services to be performed twelve months from such date. This change in contract terms is the only change that was made to the previous agreements.

REQUESTED COUNCIL ACTION:

Make a motion to consider entering into an updated Contract for Fire Fighting Service for a perpetual contracts unless terminated by either party per agreement with the Townships of Arbo, Blackberry, and Harris.

CONTRACT FOR FIRE FIGHTING SERVICE

THIS AGREEMENT made and entered into by and between the City of Grand Rapids, a municipal corporation, of the County of Itasca and State of Minnesota, hereinafter referred to as "Grand Rapids" and the Town of Harris , a municipal corporation, of the County of Itasca and State of Minnesota, hereinafter referred to as Town of Harris.

WITNESSETH:

In consideration of the services rendered and payable to the City of Grand Rapids, Grand Rapids agrees to furnish fire fighting service to the property located in the Town of Harris and Grand Rapids further agrees that when called to a property located in the Town of Harris, fighters will make a reasonable effort to attend fires on said property subject to the following:

1. Grand Rapids has an obligation to provide protection to the property located within the City of Grand Rapids and, by contract, to other municipalities. As it is possible that the services of the Fire Department may be needed at more than one location at any time, it shall be at the sole discretion of the Fire Chief of Grand Rapids, or his/her designee,, to weigh the relative risk of life or property in the case of concurrent fires. The Fire Chief's, or the Chief's designee's, determination shall be final in servicing the fire posing the greater risk. Grand Rapids, its agents, servants or employees, is hereby absolved of liability arising from such decision by the Fire Chief.
2. Grand Rapids will obtain general liability insurance and name Town of Harris as an additional insured under that policy for the services provided under this contract. Grand Rapids agrees to indemnify Town of Harris, but only up to the insured general liability insurance limits that Grand Rapids has obtained through its general liability insurance policy, for any amounts which Town of Harris becomes legally obligated to pay to residents of Town of Harris for injuries or damages arising from Grand Rapids' failure to prevent, control or extinguish any fire or respond to any emergency response call, whether such loss or damage is caused by the negligence of the officers, agents, or employees of Grand Rapids or its Fire Department, or otherwise.
3. In responding to fire calls within the Town of Harris, the Grand Rapids Fire Department will furnish the number of fire fighters and fire fighting apparatus and equipment which the Fire Chief, or the Chief's designee, shall deem necessary in his/her sole discretion.
4. Grand Rapids will make no claim against the Town of Harris, for loss or damage of any kind whatsoever resulting from any failure to prevent, control or extinguish any fire, whether such loss or damage is caused by the negligence of the officers, agents, or employees of Grand Rapids or its Fire Department, or otherwise.

5. Grand Rapids will make no claim against the Town of Harris for damage to the property of Grand Rapids or personal injuries to its fire fighters while en-route to, or servicing at, or returning from fires within the Town of Harris.

6. The Town of Harris shall not enter into any agreement with any other municipality regarding the furnishing of fire fighting services to such municipality without the prior consent of Grand Rapids.

7. DURATION OF CONTRACT:

The term of this contract shall be from January 1, 2021, and continue in perpetuity unless earlier terminated as provided for hereafter. The City and/or Township shall have the right to terminate this agreement by providing, at a minimum, twelve months written notice by certified mail, which notice shall be sent prior to April 1st of any year, to terminate fire services to be performed twelve months from such date (i.e. to terminate this agreement for fire services in the year 2022, the party must provide written Notice of Termination by not later than March 31, 2021).

Payments are due July 31 and December 31 of each year of the contract.

8. CONTRACT COSTS:

In consideration of said fire services, the Township shall pay to the City an annual payment as determined by the following formula:

- A. In consideration of said fire services, the Township/City shall pay to the City an annual payment as determined by the following formula:
- Half of the Fire Department budget will be allocated on the percent of market value for the individual township based on percentage of area served, and
 - The other half of the budget would be allocated on a per fire call basis. The number of fire calls will be based on the number of calls two years previous to the contract year.
- B. In the computation of the payments due in future years, the cost shall be increased according to the Fire Department's increase in operating costs as established by the Grand Rapids City Council in the year prior to the next year that fire services will be delivered pursuant to this contract.

IN WITNESS WHEREOF the parties hereto have set their hands this _____ day of _____, 2021.

CITY OF GRAND RAPIDS

ATTEST:

BY: _____
Dale Christy, Mayor

Tom Pagel, City Administrator

TOWNSHIP/CITY:

BY: Mary Clayton
Its: Clerk

ATTEST:

Mary Clayton
Township Clerk

Date: 3/10/2021

CONTRACT FOR FIRE FIGHTING SERVICE

THIS AGREEMENT made and entered into by and between the City of Grand Rapids, a municipal corporation, of the County of Itasca and State of Minnesota, hereinafter referred to as "Grand Rapids" and the Town of Blackberry, a municipal corporation, of the County of Itasca and State of Minnesota, hereinafter referred to as Town of Blackberry.

WITNESSETH:

In consideration of the services rendered and payable to the City of Grand Rapids, Grand Rapids agrees to furnish fire fighting service to the property located in the Town of Blackberry and Grand Rapids further agrees that when called to a property located in the Town of Blackberry, fighters will make a reasonable effort to attend fires on said property subject to the following:

1. Grand Rapids has an obligation to provide protection to the property located within the City of Grand Rapids and, by contract, to other municipalities. As it is possible that the services of the Fire Department may be needed at more than one location at any time, it shall be at the sole discretion of the Fire Chief of Grand Rapids, or his/her designee,, to weigh the relative risk of life or property in the case of concurrent fires. The Fire Chief's, or the Chief's designee's, determination shall be final in servicing the fire posing the greater risk. Grand Rapids, its agents, servants or employees, is hereby absolved of liability arising from such decision by the Fire Chief.

2. Grand Rapids will obtain general liability insurance and name Town of Blackberry as an additional insured under that policy for the services provided under this contract. Grand Rapids agrees to indemnify Town of Blackberry, but only up to the insured general liability insurance limits that Grand Rapids has obtained through its general liability insurance policy, for any amounts which Town of Blackberry becomes legally obligated to pay to residents of Town of Blackberry for injuries or damages arising from Grand Rapids' failure to prevent, control or extinguish any fire or respond to any emergency response call, whether such loss or damage is caused by the negligence of the officers, agents, or employees of Grand Rapids or its Fire Department, or otherwise.

3. In responding to fire calls within the Town of Blackberry, the Grand Rapids Fire Department will furnish the number of fire fighters and fire fighting apparatus and equipment which the Fire Chief, or the Chief's designee, shall deem necessary in his/her sole discretion.

4. Grand Rapids will make no claim against the Town of Blackberry, for loss or damage of any kind whatsoever resulting from any failure to prevent, control or extinguish any fire, whether such loss or damage is caused by the negligence of the officers, agents, or employees of Grand Rapids or its Fire Department, or otherwise.

5. Grand Rapids will make no claim against the Town of Blackberry for damage to the property of Grand Rapids or personal injuries to its fire fighters while en-route to, or servicing at, or returning from fires within the Town of Blackberry.

6. The Town of Blackberry shall not enter into any agreement with any other municipality regarding the furnishing of fire fighting services to such municipality without the prior consent of Grand Rapids.

7. DURATION OF CONTRACT:

The term of this contract shall be from January 1, 2021, and continue in perpetuity unless earlier terminated as provided for hereafter. The City and/or Township shall have the right to terminate this agreement by providing, at a minimum, *twelve months* written notice by certified mail, which notice shall be sent prior to April 1st of any year, to terminate fire services to be performed *twelve months* from such date (i.e. to terminate this agreement for fire services in the year 2022, the party must provide written Notice of Termination by not later than March 31, 2021).

Payments are due July 31 and December 31 of each year of the contract.

8. CONTRACT COSTS:

In consideration of said fire services, the Township shall pay to the City an annual payment as determined by the following formula:

- A. In consideration of said fire services, the Township/City shall pay to the City an annual payment as determined by the following formula:
- Half of the Fire Department budget will be allocated on the percent of market value for the individual township based on percentage of area served, and
 - The other half of the budget would be allocated on a per fire call basis. The number of fire calls will be based on the number of calls two years previous to the contract year.
- B. In the computation of the payments due in future years, the cost shall be increased according to the Fire Department's increase in operating costs as established by the Grand Rapids City Council in the year prior to the next year that fire services will be delivered pursuant to this contract.

IN WITNESS WHEREOF the parties hereto have set their hands this 19
day of January, 2021.

CITY OF GRAND RAPIDS

ATTEST:

BY: _____
Dale Christy, Mayor

Tom Pagel, City Administrator

TOWNSHIP/CITY:

BY: Gary D Nelson

Its: Chair Supervisor

ATTEST:

[Signature]
Township Clerk

Date: 1/19/2021

CONTRACT FOR FIRE FIGHTING SERVICE

THIS AGREEMENT made and entered into by and between the City of Grand Rapids, a municipal corporation, of the County of Itasca and State of Minnesota, hereinafter referred to as "Grand Rapids" and the Town of Arbo, a municipal corporation, of the County of Itasca and State of Minnesota, hereinafter referred to as Town of Arbo.

WITNESSETH:

In consideration of the services rendered and payable to the City of Grand Rapids, Grand Rapids agrees to furnish fire fighting service to the property located in the Town of Arbo and Grand Rapids further agrees that when called to a property located in the Town of Arbo, fighters will make a reasonable effort to attend fires on said property subject to the following:

1. Grand Rapids has an obligation to provide protection to the property located within the City of Grand Rapids and, by contract, to other municipalities. As it is possible that the services of the Fire Department may be needed at more than one location at any time, it shall be at the sole discretion of the Fire Chief of Grand Rapids, or his/her designee,, to weigh the relative risk of life or property in the case of concurrent fires. The Fire Chief's, or the Chief's designee's, determination shall be final in servicing the fire posing the greater risk. Grand Rapids, its agents, servants or employees, is hereby absolved of liability arising from such decision by the Fire Chief.
2. Grand Rapids will obtain general liability insurance and name Town of Arbo as an additional insured under that policy for the services provided under this contract. Grand Rapids agrees to indemnify Town of Arbo, but only up to the insured general liability insurance limits that Grand Rapids has obtained through its general liability insurance policy, for any amounts which Town of Arbo becomes legally obligated to pay to residents of Town of Arbo for injuries or damages arising from Grand Rapids' failure to prevent, control or extinguish any fire or respond to any emergency response call, whether such loss or damage is caused by the negligence of the officers, agents, or employees of Grand Rapids or its Fire Department, or otherwise.
3. In responding to fire calls within the Town of Arbo, the Grand Rapids Fire Department will furnish the number of fire fighters and fire fighting apparatus and equipment which the Fire Chief, or the Chief's designee, shall deem necessary in his/her sole discretion.
4. Grand Rapids will make no claim against the Town of Arbo, for loss or damage of any kind whatsoever resulting from any failure to prevent, control or extinguish any fire, whether such loss or damage is caused by the negligence of the officers, agents, or employees of Grand Rapids or its Fire Department, or otherwise.

5. Grand Rapids will make no claim against the Town of Arbo for damage to the property of Grand Rapids or personal injuries to its fire fighters while en-route to, or servicing at, or returning from fires within the Town of Arbo.

6. The Town of Arbo shall not enter into any agreement with any other municipality regarding the furnishing of fire fighting services to such municipality without the prior consent of Grand Rapids.

7. DURATION OF CONTRACT:

The term of this contract shall be from January 1, 2021, and continue in perpetuity unless earlier terminated as provided for hereafter. The City and/or Township shall have the right to terminate this agreement by providing, at a minimum, twelve months written notice by certified mail, which notice shall be sent prior to April 1st of any year, to terminate fire services to be performed twelve months from such date (i.e. to terminate this agreement for fire services in the year 2022, the party must provide written Notice of Termination by not later than March 31, 2021).

Payments are due July 31 and December 31 of each year of the contract.

8. CONTRACT COSTS:

In consideration of said fire services, the Township shall pay to the City an annual payment as determined by the following formula:

- A. In consideration of said fire services, the Township/City shall pay to the City an annual payment as determined by the following formula:
- Half of the Fire Department budget will be allocated on the percent of market value for the individual township based on percentage of area served, and
 - The other half of the budget would be allocated on a per fire call basis. The number of fire calls will be based on the number of calls two years previous to the contract year.
- B. In the computation of the payments due in future years, the cost shall be increased according to the Fire Department's increase in operating costs as established by the Grand Rapids City Council in the year prior to the next year that fire services will be delivered pursuant to this contract.

IN WITNESS WHEREOF the parties hereto have set their hands this 5th
day of April, ~~2019~~: 2021

CITY OF GRAND RAPIDS

ATTEST:

BY: _____
~~Dale Adams, Mayor~~
Dale Christy, Mayor

Tom Pagel, City Administrator

TOWNSHIP/CITY:

BY: Kurt Stanley
Its: Chairman

ATTEST:

Shawn Stanley
Township Clerk

Date: April 5th 2021



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider the sale at auction or disposal of surplus items from old Fire Hall.

PREPARED BY: Nathan Morlan

BACKGROUND:

The items listed below were salvaged from the old Fire Hall and are no longer needed. Please consider approving the sale at auction or disposal of the following items.

3- Overhead doors, 7- Overhead door openers, 3- Hot water boilers, 1- Hot water boiler expansion tank, 2- Office desks, 2- Five drawer files, 1- Four drawer file, 2- Gas unit heaters, 1- Three drawer base cabinet, 1- Two door upper cabinet and 4- Sets of lockers.

REQUESTED COUNCIL ACTION:

Make a motion to sell at auction or dispose of surplus items from the old Fire Hall.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 9/27/2021

AGENDA ITEM: Consider approving a resolution adopting the 2021 proposed levy/collectable 2022.

PREPARED BY: Barb Baird

BACKGROUND:

Cities are no longer required to hold a Truth in Taxation hearing, but they are required to hold a single meeting to discuss the budget and levy and at which time the public is allowed to speak. This meeting maybe part of a regular scheduled meeting but must be held after 6:00 p.m. When the City calendar was adopted in December 2020, it was determined that the date for the hearing would be December 6, 2021. The time and dates will be on the parcel specific notices sent out by Itasca County, so they cannot be changed once certified to the County.

The City has to certify a preliminary levy to the County Auditor by September 30, 2021. The final levy adopted by the Council in December can be less than the preliminary levy, but it cannot be more. The Council will continue to work on the budget until its adoption in December.

REQUESTED COUNCIL ACTION:

Make a motion approving a resolution adopting the 2021 proposed levy/collectable 2022 and setting December 6,2021 at 7:00 p.m. to discuss the proposed budget, levy and allow for public comment and December 20, 2021 for the subsequent meeting to adopt the final levy and budget.

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

RESOLUTION NO. 21-

A RESOLUTION ADOPTING THE PROPOSED 2021 LEVIES PAYABLE IN 2022 AND THE PROPOSED 2022 OPERATING EXPENDITURE BUDGET

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

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

WHEREAS, this meeting may be part of a regularly scheduled meeting, but must occur between the dates of November 24, 2021 and no later than December 28, 2021 and be held after 6:00 p.m. and the public must be allowed to speak, and

WHEREAS, the City staff has been working with the City Council to set the 2022 proposed budget and this budget and levy were presented to the City Council on August 31, 2021, and

WHEREAS, the City of Grand Rapids acknowledge the Greenway Joint Recreation Association Board levy of \$346,500 for 2021 taxes collectable 2022, and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Grand Rapids, Minnesota that it does establish a proposed operating expenditure budget for the year of 2022 of \$10,204,338, and

BE IT FURTHER RESOLVED, by the City Council of the City of Grand Rapids, Minnesota, that the initial levy for the City of Grand Rapids for 2021 taxes collectible 2022 be as follows:

General Fund	\$5,243,850
Regional Library Fund	759,331
Itasca Calvary Cemetery	218,427
Grand Rapids Economic Development Authority	60,000
Inter-fund Loan Repayment	224,000
Abatement Levies	15,000
2009C Improvement Bonds	303,548
2010A Improvement Bonds	55,611
2010 Debt Study Reduction	(150,000)
2011B Improvement Bonds	55,779
2012A Improvement Bonds	133,284
2013B Reconstruction Bonds	104,470
2014A Reconstruction Bonds	234,356
2016A Reconstruction Bonds	151,759
2017A Reconstruction Bonds	169,245
2017B Refunding Bonds	181,807
2018A St. Reconst. & CIP Bonds	142,454
2019A Improvement Bonds	131,492
2020A Reconstruction Bonds	163,852
2021 GO/Abatement Bonds	98,732
2021B Fire Hall GO Bonds	<u>306,268</u>

TOTAL CERTIFIED TO COUNTY AUDITOR \$8,603,265

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

- December 6, 2021 at 7:00 p.m.to discuss the proposed budget and levy and allow for public comment and
- December 20, 2021 for the subsequent meeting for the adoption of the final levy and budget.

Adopted this 27th day of September 2021.

Dale Christy, Mayor

Attest:

Kim Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Approve temporary liquor license for IEDC event on December 3, 2021

PREPARED BY: Kim Gibeau

BACKGROUND:

IEDC has submitted an application for a temporary liquor license for an event on December 3, 2021. Fee and certificate of liability insurance have been received.

REQUESTED COUNCIL ACTION:

Make a motion to approve temporary liquor license for IEDC event on December 3, 2021.



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number
Itasca Economic Development Corporation		08/21/1982	41-1413301
Address	City	State	Zip Code
12 NW 3rd St	Grand Rapids	Minnesota	55744
Name of person making application	Signature:	Business phone	Home phone
Teri Heikkila	<i>Teri Heikkila</i>	218-328-2187	218-259-0258
Date of event	Type of organization		
December 3, 2021	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Tamara Lowney, President	Grand Rapids	Minnesota	55744
Organization officer's name	City	State	Zip Code
Bart Johnson, Chairman	Grand Rapids	Minnesota	55744
Organization officer's name	City	State	Zip Code
Mike Auger, Vice Chairman	Grand Rapids	Minnesota	55744
Organization officer's name	City	State	Zip Code
Katie Glorvigen Tierney	Treasurer	Minnesota	55744

Location where permit will be used. If an outdoor area, describe.

In our building at address above

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

N/A

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

APPROVAL

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

City of Grand Rapids	September 27, 2021
City or County approving the license	Date Approved
\$20.00	December 3, 2021
Fee Amount	Permit Date
September 21, 2021	kgibeau@ci.grand-rapids.mn.us
Date Fee Paid	City or County E-mail Address
	218-326-7600
	City or County Phone Number

Kim Gibeau

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

**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: September 27, 2021

AGENDA ITEM: Approve the dedication of \$20 per Administrative Fine to a dedicated Police Equipment Fund

PREPARED BY: Steve Schaar

BACKGROUND:

When a police officer issues a \$60 Administrative fine, \$20 goes to the State, and \$40 goes to the City General Fund.

The City Administrator and Chief of Police are recommending that \$20 of the \$40 going to the City be dedicated to a Police Equipment Fund as created by the Director of Finance.

REQUESTED COUNCIL ACTION:

Make a motion to create a Police Equipment Fund and authorizing depositing \$20 from each Administrative fine to a Police Equipment Fund as created by the Director of Finance retroactive to January 1, 2021.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider approval of a Pierringer Release agreement with Carol Olson.

PREPARED BY: Lynn DeGrio

BACKGROUND:

Carol Olson fell on a City sidewalk on July 28, 2021. The injury to her as a result of the fall required eight stitches in her lip and she needed two crowns. The City of Grand Rapids does not carry medical payments coverage for city sidewalks, however we were aware of the need for repair and believe it is the best interest of both parties to execute a Pierringer Release.

REQUESTED COUNCIL ACTION:

Make a motion to approve a Pierringer Release agreement with Carol Olson.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider approval of a Subordination Agreement in favor of Embrace Home Loans, Inc. for a SCDP mortgage on property owned by Daniel W. Thompson and Peggy A. Thompson.

PREPARED BY: Rob Mattei

BACKGROUND:

The City of Grand Rapids recorded a mortgage on property owned by Daniel W. Thompson and Peggy A. Thompson for a Small Cities Development Program (SCDP) residential rehabilitation loan on August 21, 2019. The property owners are refinancing their home with Embrace Home Loans, Inc. The lender requires that the refinanced debt be in a superior position to the City SCDP loan.

REQUESTED COUNCIL ACTION:

Make a motion to approve a Subordination Agreement in favor of Embrace Home Loans, Inc. for a SCDP mortgage on property owned by Daniel W. Thompson and Peggy A. Thompson.

AFTER RECORDING MAIL TO:
EQUITY NATIONAL TITLE
317 IRON HORSE WAY
ST. LOUIS, RI 02908

Assessor's Parcel Number: 91-650-1510

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination Agreement, made this _____ day of _____ 20__ by **CITY OF GRAND RAPIDS** (hereinafter referred to as Beneficiary), present owner and holder of the Mortgage and note first hereafter described, and **EMBRACE HOME LOANS, INC.** (hereinafter referred to as "Lender");

WITNESSETH

THAT WHEREAS, **DANIEL W. THOMPSON AND PEGGY A. THOMPSON, MARRIED TO EACH OTHER** (hereinafter referred to as "Owner") executed a Mortgage to **CITY OF GRAND RAPIDS 00** in favor of **CITY OF GRAND RAPIDS** dated 5/13/2019 and recorded on 8/21/2019 as Document No. A000733569 to secure a note in the sum of \$22,400, encumbering real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Commonly known as: 1430 SOUTHEAST 5TH STREET, GRAND RAPIDS, MN 55744; and

WHEREAS, Owner has executed, or is about to execute, a Mortgage and note up to \$112,000.00 dated , in favor of Lender, payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned, Owner has requested Beneficiary to subordinate Beneficiary's lien to the lien about to be taken by the Lender; and

WHEREAS, Lender is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of the Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said Mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.

- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.
- (c) It intentionally waives, relinquishes and subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered unto but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Mortgage first above-mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Mortgage in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF LAND.

IN WITNESS whereof, THE PARTY (IES) hereunto sets his hand this ____ day of _____ 20__.

CITY OF GRAND RAPIDS

BY: _____

Printed Name & Title: _____

Witness Signature: _____

Witness Name (Print): _____

Witness Signature: _____

Witness Name (Print): _____

STATE OF
COUNTY OF

SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by
(name of officer or agent) as _____, (title of officer or agent) of **CITY OF GRAND
RAPIDS.**

NOTARYSTAMP/SEAL

Notary public

My Commission Expires:

**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT,
THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.**

EXHIBIT A

Attachment to Real Estate Mortgage Dated the 13rd day of May, 2019

Mortgagor(s): Daniel W. and Peggy A. Thompson

Legal Description:

Lots 1-2 BLK 15
Oakland Add to Grand Rapids
Sec 22, Twn 55, Rng 25

1430 SE 5th Street
Grand Rapids, MN 55744

Parcel Number: 91-650-1510



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider approval of a Subordination Agreement in favor of Affinity Plus Credit Union for a SCDP mortgage on property owned by Christopher Feist.

PREPARED BY: Rob Mattei

BACKGROUND:

The City of Grand Rapids recorded a mortgage on property owned by Christopher Feist for a Small Cities Development Program (SCDP) residential rehabilitation loan on May 27, 2021. The property owner is refinancing his home with Affinity Plus Credit Union. The credit union requires that the refinanced debt be in a superior position to the City SCDP loan.

REQUESTED COUNCIL ACTION:

Make a motion to approve a Subordination Agreement in favor of Affinity Plus Credit Union for a SCDP mortgage on property owned by Christopher Feist.

(Top 3 inches reserved for recording data)

**SUBORDINATION AGREEMENT
by Business Entity**

**Minnesota Uniform Conveyancing Blanks
Form 20.8.2 (2011)**

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, the undersigned hereby subordinates the lien on real property in Itasca County, Minnesota, legally described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

Check here if all or part of the described real property is Registered (Torrens)

which is evidenced by a Mortgage *(insert title of document to be subordinated)* dated November 4, 2020 *(month/day/year)*, and recorded on May 27, 2021 *(month/day/year)*, as Instrument No. A000752663 in the Office of the County Recorder Registrar of Titles *(check the applicable boxes)* of Itasca County, Minnesota, to a subsequent lien evidenced by a Mortgage *(insert title of document to be superior)* from Christopher Feist, a single person *(insert name of grantor)* to Affinity Plus Federal Credit Union *(insert name of grantee)*, in an amount not to exceed Seventy-Five Thousand And No/100 Dollars (\$75,000.00) and recorded on _____ *(month/day/year)*, as _____ in the Office of the County Recorder Registrar of Titles *(check the applicable boxes)* of Itasca County, Minnesota.

Note: Remainder of page left blank, signature page follows.

Rob Mattei
Director of Community Development
City of Grand Rapids

State of Minnesota, County of _____

This instrument was acknowledged before me on _____ (month/day/year), by Rob Mattei (name of authorized signer) as Director of Community Development (type of authority) of City of Grand Rapids (name of party on behalf of whom the instrument was executed).

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Affinity Plus Title Company
175 W Lafayette Frontage Road
St. Paul, MN 55107

EXHIBIT "A"

Lots One (1), Two (2) Three (3), and Four (4), Block Eighteen (18), Oakland Addition to Grand Rapids, Itasca County, Minnesota.

Abstract Property



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider amendment to Hospital Security Services Agreement

PREPARED BY: Lynn DeGrio

BACKGROUND:

The City of Grand Rapids has an agreement with Grand Itasca Clinic & Hospital (GICH) to provide security services at the hospital, located at 1601 Golf Course Road.

We have provided GICH with a proposed budget for years 2019-2023. Due to current economic conditions, we have determined that the personnel costs will need to be adjusted for the duration of the agreement in order to remain competitive. Jean MacDonell, President and CEO at GICH has agreed with the proposed changes.

Currently, the full-time Hospital Security Officers are not included on the Non-Represented pay scale or designated a pay grade. It is our recommendation that the Hospital Security Lead be at a Grade 8 and the full-time Hospital Security Officers be at a Grade 7. The part-time employees will remain on the Pay Range for Part-time, Seasonal, and Temporary Employees.

We would also like to adjust the current wages to reflect this change effective October 1, 2021.

REQUESTED COUNCIL ACTION:

Make a motion to execute an amendment to the Hospital Security Services Agreement to and adjust the full-time wages effective October 1, 2021.

EMPLOYEE	JOB TITLE	GRADE	HIRE DATE	STATUS CHANGE	FT/PT	HOURLY	ANNUALLY	PROPOSED HOURLY	PROPOSED ANNUALLY	CHANGE
Gary DeGrio	Hospital Security Lead	8	7/28/2014	10/2/2015	5	\$ 23.36	\$ 48,588.80	\$ 26.63	\$ 55,398.28	\$ 6,809.48
Jared Anderson	FT Hospital Security	7	5/5/2016	7/2/2017	4	\$ 21.24	\$ 44,179.20	\$ 24.14	\$ 48,909.20	\$ 4,730.00
Robert Sanders	FT Hospital Security	7	8/6/2019	2/1/2020	1	\$ 21.24	\$ 44,179.20	\$ 22.26	\$ 46,297.99	\$ 2,118.79
Joseph Rabbers	FT Hospital Security	7	7/28/2014	9/1/2021	0	\$ 21.24	\$ 44,179.20	\$ 21.88	\$ 45,510.40	\$ 1,331.20
Gregg Deutsch	PT Hospital Security	N/A	7/28/2014	N/A	7	\$ 21.24	\$ 44,179.20	\$ 21.24	\$ 44,179.20	\$ -
Matt Moen	FT Hospital Security	N/A	6/8/2015	9/1/2021	6	\$ 21.24	\$ 44,179.20	\$ 21.24	\$ 44,179.20	\$ -
Rick Moen	PT Hospital Security	N/A	10/10/2017	N/A	3	\$ 20.71	\$ 43,076.80	\$ 20.71	\$ 43,076.80	\$ -
Jeffrey Madsen	PT Hospital Security	N/A	12/13/2018	N/A	2	\$ 20.71	\$ 43,076.80	\$ 20.71	\$ 43,076.80	\$ -
Brian Olds	PT Hospital Security	N/A	6/30/2020	N/A	1	\$ 20.71	\$ 43,076.80	\$ 20.71	\$ 43,076.80	\$ -

\$ 14,989.47

**ADDENDUM #1 TO
HOSPITAL SECURITY SERVICES AGREEMENT**

THIS ADDENDUM shall amend the “Hospital Security Services Agreement” between the City of Grand Rapids, by and through its Police Department, and Grand Rapids Itasca Clinic and Hospital dated November 30, 2018.

The Parties agree that the following term of the current agreement attached is 1/1/2019 until 12/31/2021 unless modified in writing and signed by both parties.

- A smaller annual increase in future years, to make sure we are keeping up with the market and paying a competitive wage.
- Including the Hospital Security employees on our Non-Represented pay scale, putting the Full Time Hospital Security Lead at a Grade 8 and the Full Time Hospital Security Officers at a Grade 7. Part Time employees will remain on the part-time wage schedule at \$20.71 per hour plus any COLA increases. The effective date of these changes will be October 1, 2021.

All other terms and conditions of the Hospital Security Services Agreement dated November 30, 2018, remain unchanged.

CITY OF GRAND RAPIDS

GRAND RAPIDS CLINIC AND HOSPITAL

Thomas Pagel, City Administrator

Jean MacDonell, President and CEO

Date: _____

Date: _____

Dale Christy, Mayor

Date: _____

ITEM # _____



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: September 27, 2021
AGENDA ITEM: Consider approving a resolution supporting a driveway application to the State of Minnesota
PREPARED BY: Matt Wegwerth

BACKGROUND:

Bob and Lory Warren recently purchased parcel 91-480-2210 located at 415 South Pokegama Avenue. They plan to relocate Rapids Printing to this site. In order to move the business, a parking lot needs to be constructed. Because the property fronts State Highway 169, a driveway/access permit is required from the State of Minnesota. Attached is a resolution that supports this permit application based on the following reasons:

1. The proposed entrance aligns with 5th Street Southeast
2. Provides an improved ADA access to the business
3. Eliminates a safety issue on 5th Street Southwest by removing an unsafe entrance
4. Pokegama Avenue has a center turn lane for safe access
5. Constructing a roadway behind the business would restrict future building expansion
6. Constructing a roadway behind would be more expensive
7. Prior to the 2012 reconstruction project, a driveway entrance existed
8. The proposed project minimizes impervious surfaces which aligns with the City's MPCA MS4 Stormwater Permit

City staff support this project and the new business.

ATTACHMENTS:

Resolution

REQUESTED COUNCIL ACTION:

Make a motion approving a resolution supporting a driveway application to the State of Minnesota

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

RESOLUTION NO.21-__

A RESOLUTION SUPPORTING AN APPLICATION TO THE STATE OF MINNESOTA FOR A DRIVEWAY ACCESS FOR Bob and Lory Warren

WHEREAS, Bob and Lory Warren (owners) recently purchased parcel 91-480-2210, located at 415 South Pokegama Avenue; and

WHEREAS, the Owners would like to expand the business and add a new parking lot with an entrance from Pokegama Avenue; and

WHEREAS, a driveway/access permit is required from the State of Minnesota (MnDOT) as Pokegama Avenue is a State Highway (169); and

WHEREAS, the City of Grand Rapids supports an application to MnDOT for a new entrance to the business based on the following reasons:

1. The proposed entrance aligns with 5th Street Southeast
2. Provides an improved ADA access to the business
3. Eliminates a safety issue on 5th Street Southwest by removing an unsafe entrance
4. Pokegama Avenue has a center turn lane for safe access
5. Constructing a roadway behind the business would restrict future building expansion
6. Constructing a roadway behind would be more expensive
7. Prior to the 2012 reconstruction project, a driveway entrance existed
8. The proposed project minimizes impervious surfaces which aligns with the City's MPCA MS4 Stormwater Permit

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

The City of Grand Rapids fully supports a new driveway entrance to the business located at 415 South Pokegama Avenue and requests approval of a driveway/access permit.

Adopted by the Council this 27th day of September, 2021.

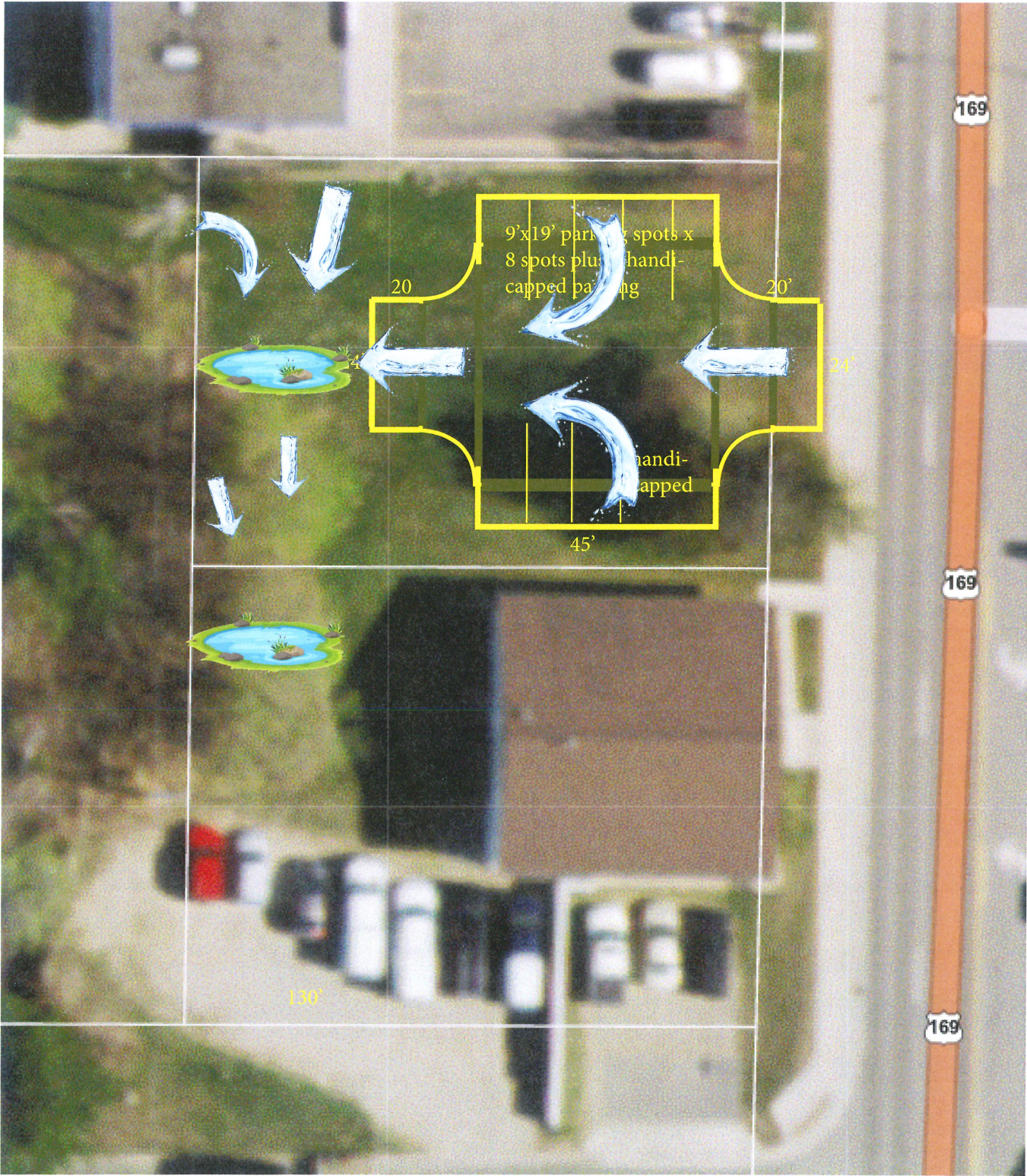
Dale Christy, Mayor

ATTEST:

Kimberly Johnson-Gibeau, City Clerk

Council member _____ 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.

STORMWATER MANAGEMENT





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider the appointment of Rebecca Sutherland to the full-time Administrative Assistant position in the Grand Rapids Police Department.

PREPARED BY: Lynn DeGrio

BACKGROUND:

With the recent promotion of Janell Hecimovich from the Administrative Assistant-Communications Specialist position to Police Officer, we need to fill an Administrative Assistant position.

At the September 13, 2021 City Council meeting, the City Council authorized City staff to post the vacancy internally. Rebecca Sutherland is currently a part-time Records Technician-Transcriptionist and has expressed interest in this position. We would like to promote her to from Class 2 Records Technician-Transcriptionist to Class 3 Administrative Assistant in the Police Department.

Becky has been working for the Grand Rapids Police Department for almost two years. After filling in this summer on a full-time basis while Janell was at Skills Training, she realized that she wanted to work full time whenever the opportunity arose. We are confident that Becky has the skills necessary to do the job.

This is a bargaining unit position and the wage and benefits are subject to the terms of the union contract. Therefore, Becky's new wage will be \$21.88 per hour effective October 1, 2021.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Rebecca Sutherland to the position of Administrative Assistant – Police Department effective October 1, 2021 at a rate of \$21.88 per hour.

City of Grand Rapids Job Description

Job Title: **Administrative Assistant**
Department: Police
FLSA Status: Non-exempt
Approved By: City Council
Approved Date: ~~May 26, 2015~~ September 27, 2021

Summary:

Performs skilled, specialized administrative support for the police department. Transcribes interviews, police reports and other documents. Classifies, using State Coding, police incidents. Maintains the police records system and reports police records to the State of Minnesota as required by law and administrative rule. Compiles statistics for analysis at the direction of police department supervisors. Distributes materials as appropriate and performs a variety of clerical duties. Receives general supervision from the ~~Administrative Sergeant~~ Police Captain.

Essential Duties and Responsibilities:

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

- Transcribes reports for use by city, county and state law enforcement agencies.
- Acts as receptionist answering telephone calls, waiting on the public, providing and making copies of reports.
- Provides specialized office support to the Police Department in the transcription of documents, technical, complex and confidential police reports. ‘
Types materials, reports and documents.
- Prepares and maintains police records and files.
- Ensures correct transcription format and grammar.
- Prepares and maintains police records, including coding and required State reporting.
- Resolves incomplete information, inaccuracies within established guidelines.
- Photocopies, prints and distributes materials in accordance with established department procedures.
- Enters photographs of sex registrants for attachment to their file.
- Performs police records checks for authorized agencies and authorities
- Prepares reports and correspondence.
- Answers in-coming telephone calls transferring the call to the appropriate department employee or dispatcher.
- Provides general clerical support in report preparation and submission.
- Routes reports to appropriate criminal justice, support and advocate organizations as directed.
- Enters and retrieves data in the Police Records Management System.
- Conducts mailings and routes daily mails to the appropriate department members.
- Prepares and maintains a variety of files and records; updates files and records as needed.

- Operates a variety of office machines including telephone, radio, transcription equipment, computer, copying machine, telephone and related equipment.
- Acts as a certified operator of State/National crime records computer in accordance with requirements of the Minnesota Bureau of Criminal Apprehension and the Federal Bureau of Investigation, entering and querying persons, items, warrants and incidents.
- Performs related duties as required.

Relationships:

Oral and written communication with the following:

- Local, state and national law enforcement agencies
- Various city, county state and federal agencies
- Local, state and national news media
- Area fire and emergency service agencies
- Businesses and the public
- Other criminal justice and advocate agencies

Decision Making:

- Exercises discretion in handling confidential information.
- Uses discretion and accuracy to report incidents and emergencies to other law enforcement agencies.
- Exercises appropriate judgment in analyzing complaints and emergencies to determine importance, time and proper authorities to resolve situations.

Knowledge, Skills, Abilities and Competencies Required:

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

- Ability to think independently and work with minimal supervision
- Ability to follow direction, work rules, guidelines, procedures, laws and department policies
- Knowledge of criminal justice databases and protocol for maintaining, processing and releasing information
- Knowledge of applicable codes, ordinances, statutes and other rules.
- Skill in operating office equipment, hardware and software.
- Knowledge and ability in maintaining applicable police/criminal/service records
- Experience in the law enforcement field utilizing public relations/communication skills, comprehension, accuracy and confidentiality relative to police work.
- Knowledge of state laws, city ordinances, administrative rules and court processes.
- Ability to type at a speed, with accuracy, appropriate for the duties, as determined by the City of Grand Rapids Human Resources Director.
- The ability and skills to work well as a member of a team, interacting satisfactorily with members of the police department, other city departments and other criminal justice and social service agencies.
- Ability to establish and maintain effective working relationships with the public, department members, other city employees and other agencies.

- Experience and certification in the operation of the law enforcement criminal justice computer reporting system and successfully complete training and pass examinations to receive certifications required by the Minnesota Bureau of Criminal Apprehension and the Federal Bureau of Investigation.
- Ability to use a high level of judgment and analysis of varied complaints/emergencies to determine importance and routing of calls/information.
- Knowledge of the design and operation of records systems.

Education/Experience:

High school diploma or GED and experience working in an office with clerical support duties or equivalent combination of education and experience. Successfully complete and obtain initial certification in the Minnesota Bureau of Criminal Apprehension Portals testing and certification process, successfully complete and obtain certification in the Basic Operators Course and the Security Awareness Course, within six (6) months of hire. Successfully complete additional related courses as required by the Minnesota Bureau of Criminal Apprehension and the Grand Rapids Police Department.

Physical Demands:

This work requires the occasional exertion of up to 10 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and repetitive motion and occasionally requires reaching with hands and arms, pushing or pulling and lifting; work requires close vision and ability to adjust focus; vocal communication is required for expressing or exchanging ideas by means of spoken word; hearing is required to perceived information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written for computer data, operating machines and observing general surroundings and activities; work has not exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

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

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 09/27/2021

AGENDA ITEM: Consider adopting a resolution accepting \$26,950.00 for a 2021 – 2022 Toward Zero Deaths Grant.

PREPARED BY: Kevin Ott

BACKGROUND:

On July 12, 2021, the City Council authorized the Police Department to make application to the Minnesota Department of Public Safety Office of Traffic Safety for funding of a grant entitled Toward Zero Deaths (TZD) for the 2021 – 2022 fiscal year. The purpose of this grant is to provide funding for public education and additional enforcement activities targeted toward DWI, distracted driving, speed and seat belt violations. The goal is to reduce the number and severity of vehicle crashes in Itasca County. Grand Rapids Police Department is a member of the TZD Itasca County Coalition consisting of community members, public health, court services and others committed to reducing the deaths on our roadways. The TZD grant is a very important piece of funding these efforts and we have been grant recipients for over 25 years.

The Police Department was recently notified by the Department of Public Safety that our grant proposal would be funded in the award amount of \$26,950.00. Typically, the Grand Rapids Police Department receives about 50% to 60% of the total grant dollars as we have acted as the fiscal agent for Itasca County Law Enforcement agencies. This is truly a partnership, which includes the Itasca County Sheriff's Department, Deer River Police Department, Bovey Police Department, Coleraine Police Department, Nashwauk Police Department, Keewatin Police Department and the Minnesota State Patrol.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting a 2021 – 2022 Towards Zero Deaths Grant (TZD) in the amount of \$26,950.00 from the Minnesota Department of Public Safety Office of Traffic Safety.

2022 Enforcement Budget



Grand Rapids Police Department

Impaired Driving Enforcement	\$	13,600.00
Seat Belt Enforcement	\$	2,700.00
Speed Enforcement	\$	4,000.00
Move Over Enforcement	\$	600.00
Distracted Enforcement	\$	4,000.00
Pedestrian	\$	-
Total Overtime Enforcement Funding	\$	24,900.00

	DWI	Other (402)	Total	
Dispatch & Admin:	\$ 700.00	\$ 900.00	\$	1,600.00
Corrections Assistance:	\$ -		\$	-
Subtotal			\$	1,600.00

	Grant Funded	Agency Match		
PBT	\$ 450.00	\$ 450.00	\$	450.00
Lidar/Radar	\$ -	\$ -	\$	-
Subtotal			\$	450.00

Total Grant Award	\$	26,950.00
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Agency Match Required	\$450.00
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CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 09/27/2021

AGENDA ITEM: Consider adopting a resolution accepting a donation of \$40.00 from Frank Thomas to the Police K-9 program

PREPARED BY: Kevin Ott

BACKGROUND:

The police department received a donation of \$40.00 from Frank Thomas for the Grand Rapids Police K-9 program

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting a donation of \$40.00 from Frank Thomas to the Police K-9 program

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

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A DONATION OF \$40 FROM FRANK THOMAS TO THE GRAND RAPIDS’ POLICE DEPARTMENT’S K-9 PROGRAM

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:

- Frank Thomas has donated \$40 to the Grand Rapids Police Department K-9 program.

Adopted this 27th day of September, 2021

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: Sept 27, 2021

AGENDA ITEM: Consider adopting a Resolution Supporting Asian-American or Pacific Islander Communities

PREPARED BY: Cynthia Lyman

BACKGROUND:

The Human Rights Commission would like the Grand Rapids City Council to adopt this resolution in support of Asian-American or Pacific Islander Communities. This resolution is in line with the Covid-19 Hate Crimes Act, Public Law No: 117-13, which was passed by the President into law on May 20th, 2021.

REQUESTED COUNCIL ACTION:

Make a motion to adopt the resolution as presented by the Human Rights Commission in support and appreciation for residents of the city of Grand Rapids who identify as Asian-American or Pacific Islanders.

**RESOLUTION EXPRESSING SUPPORT AND APPRECIATION FOR
RESIDENTS OF GRAND RAPIDS WHO IDENTIFY AS ASIAN-AMERICAN OR
PACIFIC ISLANDER**

WHEREAS Covid-19 fueled bias, fear, hostility and racism against Asian and Pacific Islander communities in parts of the nation, and

WHEREAS the 117th Congress, recognizing this, passed and the President signed into law on May 20th, 2021, the Covid-19 Hate Crimes Act, Public Law No: 117-13, which calls on state and local governments to improve reporting of anti-Asian hate and violence, while offering guidance and resources on how to do so; and

WHEREAS the City of Grand Rapids is home to residents including business owners and children who identify as members of the Asian-American and Pacific Islander communities; and

WHEREAS racism can exist and occur as interpersonal and systemic institutional challenges within the City of Grand Rapids and other jurisdictions; and

WHEREAS combating racism of all types requires active participation at both the community and legislative levels; and

WHEREAS the vision statement for the City of Grand Rapids' 2040 Comprehensive Plan calls for a community that "provide(s) access to high quality of life for everyone" and neighborhoods and gathering spaces that are "safe, friendly and diverse..."; and

WHEREAS Grand Rapids' statement of Community Values includes the aspiration to "support friendly, vital and welcoming and inclusive neighborhoods....for everyone to feel at home"; so be it

THEREFORE RESOLVED that the City of Grand Rapids opposes any anti-Asian sentiments targeting Asian American and Pacific Islander residents or visitors in any form; and be it

FURTHER RESOLVED that the Grand Rapids City Council expresses support, appreciation, and gratitude to the residents and visitors of Grand Rapids who identify as Asian-American and Pacific Islander for enriching our community with their presence and for their many contributions to our community life; and be it

FURTHER RESOLVED that the City of Grand Rapids will continue to provide accurate, effective and unbiased messaging regarding the subject of this resolution; and be it

FURTHER RESOLVED that the City of Grand Rapids will continue to ensure that its staff development, equity training, policy development, and other actions are inclusive of Asian-American and Pacific Islander communities; and be it

FURTHER RESOLVED that the City Council commits to reaching Asian-American and Pacific Islander residents and visitors to express support for them with regard to addressing bias, discrimination, and xenophobia, and directs the Grand Rapids Human Rights Commission to assist city staff in this effort; and be it

FURTHER RESOLVED that the City of Grand Rapids commits to partnering with community organizations working to address xenophobia and racism directed at Asian-American and Pacific Islanders in the Grand Rapids Area; and be it

FURTHER RESOLVED that the City of Grand Rapids invites other county and city governments to join Grand Rapids in opposing xenophobic and racist attacks towards Asian-American and Pacific Island communities.

Adopted: _____

By: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider promoting two Police Officers to Police Sergeant

PREPARED BY: Lynn DeGrio

BACKGROUND:

At the September 13, 2021 City Council meeting, the City Council authorized City Staff to begin the process of filling two Police Sergeant positions; one temporary and one permanent.

The position was posted internally and resumes with cover letters were submitted. We received seven letters of interest and interviewed all seven candidates on Monday, September 21, 2021.

The Interview Committee consisting of Chief of Police Steve Schaar, Captain Andy Morgan, Captain Kevin Ott, and Lynn DeGrio, Director of Human Services are making the following recommendation:

1. Appoint Jeremy Nelson to the permanent Police Sergeant position effective October 1, 2021 at a rate of \$33.10 per hour; and
2. Appoint Matthew O'Rourke to the temporary Police Sergeant position effective October 1, 2021 at a rate of \$33.10 per hour.

Jeremy has been employed full time with the Grand Rapids Police Department since October of 2011. He has over 17 years of continuous full time law enforcement experience including one year as Chief of Police for the City of Hill City. He has also served as the Fire Chief in Hill City for the past 12.5 years and feels that that position has given him great experience in Public Safety administration that will benefit him, as a Sergeant, and also the Grand Rapids Police Department. Jeremy is currently an Investigator, so that assignment will need to be filled internally.

Matthew has 11 years full time experience as a licensed police officer with the City of Grand Rapids. He has worked very hard in his current position as a patrol officer and we believe he has the abilities and work ethic to be a great supervisor. Matt has a good working relationship with everyone in the police department. He is very knowledgeable in state law, constitutional rights, policy and procedure, and ordinances for the City of Grand Rapids.

REQUESTED COUNCIL ACTION:

Make a motion to promote Jeremy Nelson to the permanent position of Police Sergeant and Matthew O'Rourke to the temporary Police Sergeant position at a rate of \$33.10 per hour effective October 1, 2021.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider the appointment of Jesse Hidde to the position of Public Works Maintenance I.

PREPARED BY: Lynn DeGrio

BACKGROUND:

Due to the passing of Seth Sondrol who held a Public Works Maintenance position, we will need to fill the vacancy. On March 8, 2021, the City Council approved an eligibility list and there is one candidate remaining on the list.

We would like to hire Jesse Hidde to the position of Public Works Maintenance I beginning November 1, 2021 at a rate of \$22.03 per hour per the bargaining agreement by and between the City of Grand Rapids and the International Union of Operating Engineering Local No. 49 – Public Works Union.

Jesse is a graduate of Grand Rapids High School and attended the University of North Dakota in Grand Forks where he received a Bachelor's Degree in Fisheries and Wildlife Biology. He began working for the City of Grand Rapids as a part-time Winter Help Operator in 2018. He is currently employed by Hawkinson Sand and Gravel as a Truck Driver/Operator, where he has been employed since 2017.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Jesse Hidde to the position of Public Works Maintenance I at a rate of \$22.03 per hour beginning November 1, 2021.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider the appointment of Matthew Bush to the position of Public Works Mechanic.

PREPARED BY: Lynn DeGrio

BACKGROUND:

With the upcoming retirement of Randy Myhrer from the Lead Mechanic position, we have posted and interviewed for the position of Public Works Mechanic. The interview committee consisting of Matt Wegwerth, Director of Public Works/City Engineer, Kevin Koetz, Street Superintendent, Chuck Bruemmer, Mechanic, and Lynn DeGrio, Director of Human Resources is recommending hiring Matthew Bush to the position.

Matt graduated from Greenway High School and has been employed by Hawkinson Construction as a Mechanic since 2005. When previously serving in the US Navy, Matt was a Welder-Machinist. He has a Class B CDL and is DOT certified, which are requirements of this position.

This is a position represented by the International Union of Operating Engineers and has a starting wage of \$27.37 per hour. His tentative start date is November 1, 2021 subject to a background check, pre-employment medical exam, pre-employment psychological exam, and a drug test.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Matthew Bush to the position of Public Works Mechanic effective November 1, 2021 at a rate of \$27.37.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 27, 2021

AGENDA ITEM: Consider approving Website Redesign, Hosting and Support Agreement with Municode.

PREPARED BY: Kim Gibeau

BACKGROUND:

Recently, the City implemented the use of Self-Publishing Software for our online Municipal Code and Meeting and Agenda Management, both hosted and supported by Municode. In a continued effort to streamline City services, distribute information and maintain transparency as well as reduce costs, City staff are recommending the execution of a contract for website redesign, hosting and support with Municode. The cost of development and annual fees are as follows.

Design, Development and Implementation of the website	\$9,000/one time
Facility Reservations Option Development	\$1,500/one time
Annual Hosting, Maintenance and Customer Support	\$3,700/annual subscription

Payment will be on a 4-year interest free payment schedule in the amount of \$6,325.00 per year for four years. Upon completion of year four, cost will be for the annual hosting, maintenance and customer support subscription, with annual increases according to previous year-ending consumer price index.

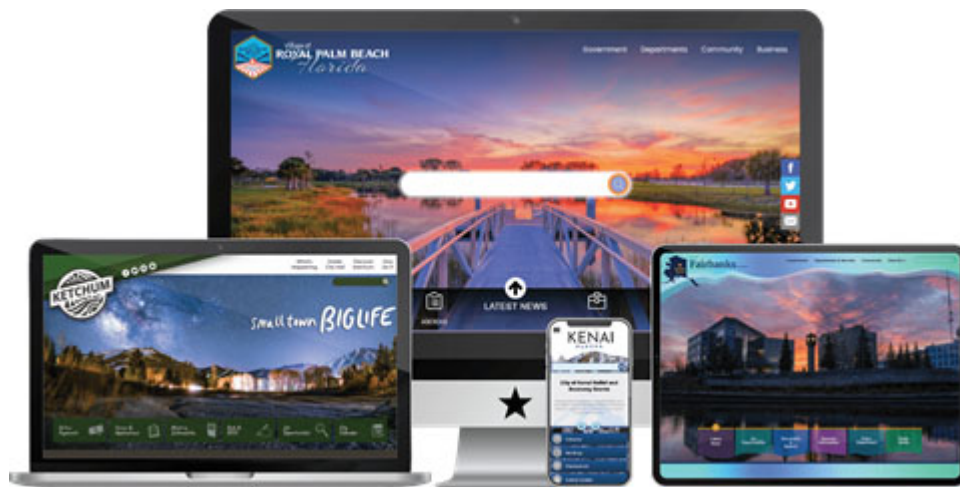
REQUESTED COUNCIL ACTION:

Make a motion to approve Website Redesign, Hosting and Support agreement with Municode and authorize payment as outlined in the agreement.



Website Redesign, Hosting, and Support

Quote for The City of Grand Rapids, Minnesota



Gregg Huggins

PO Box 2235 Tallahassee, FL 32316
850-692-7068 ghuggins@municode.com

LETTER OF INTEREST

September 24, 2021

Dear Selection Team:

Thank you for the opportunity to present our quote for website redesign, hosting, and support services. It is our goal to deliver an accessible, mobile-friendly web presence that is professional, easy-to-use, and easy-to-maintain.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over seventy years continually striving to make your job easier.

Our Municode Web content management system allows your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services. We create your website using Drupal, an industry-leading content management system.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Web with our suite of online municipal solutions including code of ordinance integration (Municode NEXT) and meeting management integration (Municode Meetings). These integrations include unified search (including PDFs) and cross-links across each platform.

We are thrilled at the opportunity to partner on such an important initiative.

Sincerely,



Brian Gilday
President, Website/Meetings Division

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COMPANY PROFILE

History, Mission, and Team

With over 70 years of experience, Municode's mission is to strengthen democracy by connecting public sector organization with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over 70 years and partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced, stable workforce.

Municode is home to over 160 employees (most of whom enjoy a 10+ year tenure). Our

headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is in Portland, Oregon. We also have individual team members working across the country.

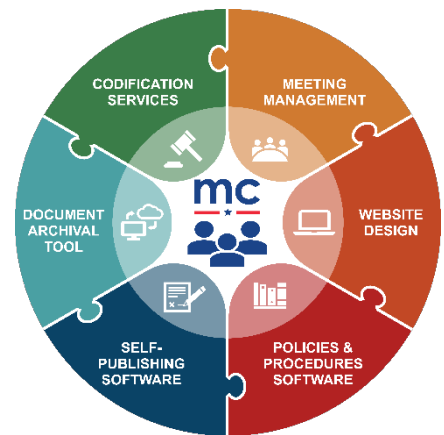


Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish meetings to your Municode Web website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



Legal name: Municipal Code Corporation
EIN: 59-0649026
Company headquarters / offices: Tallahassee, FL / Portland, OR
Support hours: 8AM-8PM Eastern

Project Team

We have a highly skilled team with a customer service focus.



Jarrod - Project Sponsorship / Project Management / Customer Service

Jarrod has a Bachelor of Science degree in Mathematics and Business Administration from the University of Oregon. Jarrod is the Director of Professional Services and leads all aspects of project development and customer support.



Dave - Project Management / User Experience

Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.



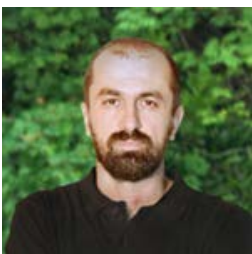
Mary Joy – Project Management / User Experience

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.



Paul – Development / Systems Architecture / QA

Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode's lead tester for the engagement.



Drago - Graphic Design

Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

REFERENCES AND DESIGN EXAMPLES

Standard Designs

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.

Livingston California

<https://www.cityoflivingston.org>

Population: 13,058

Vanessa Portillo, Finance Director
(209) 394-5520
vportillo@livingstoncity.com



Smithfield Utah

<https://smithfieldcity.org>

Population: 9,495

Justin Lewis, City Recorder
(435) 792-7990
jlewis@smithfieldcity.org



Livingston Montana

<https://www.livingstonmontana.org>

Population: 7,044

Faith Kinnick, Administrative Assistant
(406) 823-6002
fkinnick@livingstonmontana.org



Waterford Wisconsin

<https://www.tn.waterford.wi.gov>

Population: 6,344

Tina Mayer, Town Clerk
262-534-2350 ext.1
tmayer@townofwaterford.net



Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

Royal Palm Beach Florida

<https://www.royalpalmbeach.com/>

Population: 34,140

Marina Quintero, IS Manager

561-791-7078

mquintero@royalpalmbeach.com



White Bear Lake Minnesota

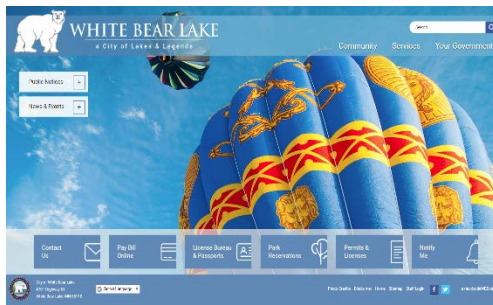
<http://www.whitebearlake.org>

Population: 23,769

Kara Coustry, City Clerk

651-429-8508

kcoustry@whitebearlake.org



Waupun Wisconsin

<https://www.cityofwaupun.org>

Population: 11,340

Tyler Struzl, Management Analyst Intern

920-345-1656

intern@cityofwaupun.org



Escanaba Michigan

<https://www.escanaba.org/>

Population: 12,616

Phil DeMay, City Clerk / IT Admin.

906-786-1194

pdemay@escanaba.org



Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel.

Economic Development

www.choosewoodstock.com

<https://addisontexas.net/econ-dev>



Parks & Recreation

www.cprdnewberg.org

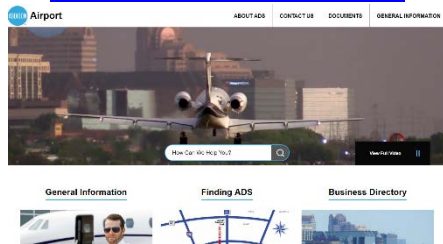
<https://www.wilsonvilleparksandrec.com/parksrec>



Airports

<https://www.cityofprineville.com/airport>

<https://addisontexas.net/airport>



Libraries

www.woodstockpubliclibrary.org

<https://www.hendersoncountync.gov/library>



Police and Fire

www.quincypd.org

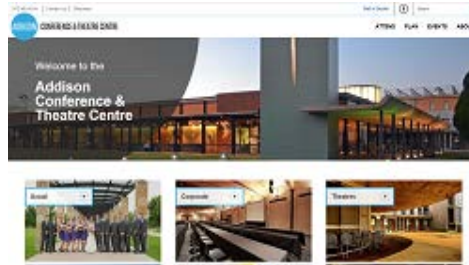
<https://addisontexas.net/police>



Event Centers / Cultural Centers

<https://addisontexas.net/actc>

www.woodstockoperahouse.com



Golf Courses

www.meadowlakesgc.com

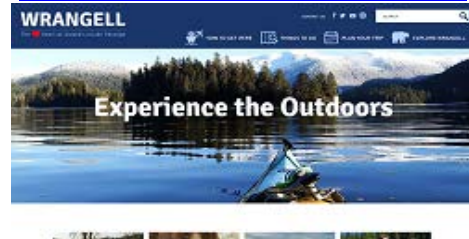
<https://www.cottagegrove.org/golf>



Tourism

www.gofruita.com

<http://www.wrangell.com/visitorservices>



WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open-source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- ★ WEBSITE DESIGN
- ★ CONTENT MIGRATION
- ★ TRAINING
- ★ HOSTING
- ★ SUPPORT

Standard Features

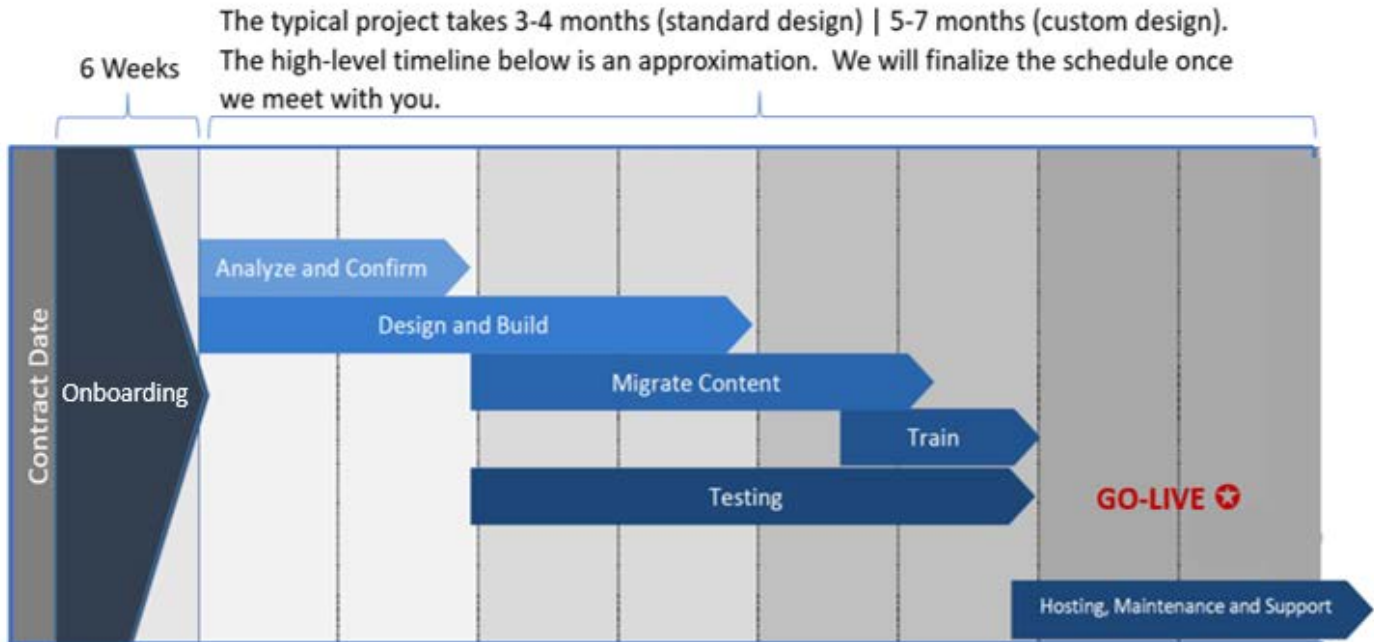
- ⊙ Responsive Mobile Friendly Design
- ⊙ Simple Page Editor
- ⊙ Best-in-Class Search Engine
- ⊙ Social Media Integration
- ⊙ Web Page Categories - create a page once, have it show up in multiple places
- ⊙ Department Micro-sites (sites-within-a-site)
- ⊙ Rotating Banners and Headline Articles
- ⊙ Online Job Postings
- ⊙ Online Bid/RFP Postings
- ⊙ Photo Album Slideshows
- ⊙ Google Maps Integration
- ⊙ Resource/Document Center
- ⊙ Image auto-scaling and resizing
- ⊙ Site Metrics (Google Analytics)
- ⊙ Scheduled Publish On/Off Dates
- ⊙ Unlimited User logins
- ⊙ Unlimited Content
- ⊙ Word-like WYSIWYG Editor
- ⊙ Private Pages – staff view only
- ⊙ Unlimited Online Fillable Forms
- ⊙ Emergency Alerts
- ⊙ Meeting Agendas/Minutes/Videos
- ⊙ Event Calendar
- ⊙ Page Versioning / Audit Trail
- ⊙ Latest News / Press Releases
- ⊙ Anti-spam controls
- ⊙ Email Harvesting Protection
- ⊙ Broken Link Finder
- ⊙ Dynamic Sitemap
- ⊙ Support for Windows, Mac, Linux
- ⊙ Video integration (YouTube, Vimeo, etc.)
- ⊙ Client owns rights to all data
- ⊙ Organization/Staff Directory
- ⊙ Frequently Asked Questions (FAQs)
- ⊙ Share This Button (Facebook/Twitter)
- ⊙ Secure Pages / SSL
- ⊙ Printer Friendly Pages
- ⊙ RSS Feeds Inbound/Outbound
- ⊙ **Facility Reservations**

Optional Features/Services

- ⊙ Email Subscriptions / Notifications
- ⊙ Projects Directory
- ⊙ Parks and Trails Directory
- ⊙ Property Directory (Commercial/Industrial)
- ⊙ Business Directory
- ⊙ Specialty Sub-site Graphic Designs
- ⊙ Board Management

PROJECT TIMELINE AND APPROACH

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements	Deliverables
<p>Website Assessment:</p> <p>Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.</p>	
<p>Organizational Overview Inventory/Survey:</p> <p>Municode will provide an organizational overview document for you to complete as part of this assessment.</p>	<ul style="list-style-type: none"> ⦿ Organization Survey
<p>Website Design Meeting:</p> <p>Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.</p>	<ul style="list-style-type: none"> ⦿ Website design specification sheet (graphic design and information / navigation design)
Phase 2: Design and Build phase	Deliverables
<p>Design Concept Creation and Approval (Custom Designs):</p> <p>Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.</p>	<ul style="list-style-type: none"> ⦿ Design concepts ⦿ Finalized design (Sketch, Figma, or Photoshop)
<p>Website Setup, Configure, and Customization:</p> <p>Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.</p>	<ul style="list-style-type: none"> ⦿ Functional beta website with approved design ⦿ Content migration

Phase 3: Migrate Content

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e., minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

Deliverables

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

Phase 4: Staff Training

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

Deliverables

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

Phase 5: Testing

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. These tests will confirm proper functionality of all features documented in this proposal.

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

Deliverables

- ⦿ Completing Testing Checklists
- ⦿ Site acceptance by client

Go Live ★

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

Deliverables

- ⦿ Accepted Final Live Website

HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a two-factor authentication option using Google Authenticate if that should be something you are interested in pursuing.

Data Backup

We back up your data in multiple geographic locations. Backups occur daily, weekly, monthly, and up to 7 years of annual data backups.

Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

Maintenance and Customer Support

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

PROJECT COSTS

Design, Development, and Implementation Phase **\$10,500**

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **standard** design
- Content migration; up to 500 pages; 5 years meetings migration
- Training: web teleconference, video, user guides
- **Facility Reservations**

Annual Hosting, Maintenance, and Customer Support **\$3,700 / year**

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

Total Year 1 Costs **\$14,200**

Select Additional Website Options

- | | |
|---|--|
| <input type="checkbox"/> Custom website design | \$3,500 one-time |
| <input type="checkbox"/> Email Subscriptions / Notifications | \$600 per year |
| <input type="checkbox"/> Projects Directory | \$200 per year |
| <input type="checkbox"/> Parks and Trails Directory | \$200 per year |
| <input type="checkbox"/> Property Listings (Commercial/Industrial) | \$200 per year |
| <input type="checkbox"/> Business Directory | \$750 setup + \$600 per year |
| <input type="checkbox"/> Microsite color/logo customization | \$500 one-time (per microsite) |
| <input type="checkbox"/> Specialty sub-site graphic designs | \$3500 + \$600 per year (per design) |
| <input type="checkbox"/> Site graphic redesign every 4th year | \$600 per year (per design) |
| <input type="checkbox"/> Additional on-site visits (training, consultation, etc.) | \$1500 day 1, \$1000 per day (days 2+) |
| <input type="checkbox"/> Custom Feature Development | \$150 per hour or fixed bid quote |
| <input type="checkbox"/> Board Management | \$2,000 per year |

PAYMENT SCHEDULE

Option A: Standard Payment Schedule

Year 1

Sign contract	50% of one-time costs (\$5,250)
Implement design and features	50% of one-time costs (\$5,250)
Conduct training (site moved to production / annual support begins)	annual hosting and support (\$3,700)

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Payment schedule will be adjusted accordingly based on selected optional features.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.

Option B: 4-year Interest-free Payment Schedule

- Year 1
 - o at time of contract signature
 - Project payment 1 of 4 \$2,625
 - Annual website hosting/support \$3,700
 - **Total year 1 \$6,325**
- Year 2
 - o one year from contract signature
 - Project payment 2 of 4 \$2,625
 - Annual website hosting/support \$3,700
 - **Total year 2 \$6,325**
- Year 3
 - o two years from contract signature
 - Project payment 3 of 4 \$2,625
 - Annual website hosting/support \$3,700
 - **Total year 3 \$6,325**
- Year 4
 - o three years from contract signature
 - Project payment 4 of 4 \$2,625
 - Annual website hosting/support \$3,700
 - **Total year 4 \$6,325**

Notes

- Four-year commitment required.
- Guaranteed pricing. Hosting and Support fees will not increase for first four years.
- Payment schedule will be adjusted accordingly based on selected optional features.
- Annual hosting and support fees starting year five will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between The City of Grand Rapids, Minnesota ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or

otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction’s conflicts of law, rules, or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____