



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

CITY COUNCIL MEETING AGENDA
Monday, August 08, 2022
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, August 8, 2022 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve minutes for Monday, July 25, 2022 Worksession and Regular meetings.

VERIFIED CLAIMS:

2. Approve the verified claims for the period July 19, 2022 to August 1, 2022 in the total amount of \$637,783.88.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

June 15, 2022 PUC meeting
June 28, 2022 PUC Special meeting
July 5, 2022 Arts & Culture Commission meeting
July 14, 2022 GREDA meeting

CONSENT AGENDA:

3. Consider authorizing the Police Department to sell eight (8) city owned / forfeited vehicles at the Minnesota DNR or Mid State Auto online auction.
4. Consider adopting a resolution requesting detachment of properties adjacent to Isleview Road
5. Consider adopting a resolution approving application to the Corridors of Commerce grant program
6. Consider adopting a resolution authorizing a grant application and to accept funds from the Minnesota Department of IRRR Commercial Rehabilitation Grant program for the IRA Civic Center Rehabilitation Project.

7. Consider adopting a resolution authorizing a grant application and accept funds from the Minnesota Department of IRRR Community Infrastructure Grant program for the IRA Civic Center Rehabilitation Project.
8. Consider approval of a resolution approving the loan of a Minnesota Investment Fund grant to ASV Holdings, Inc. and the execution of related documents.
9. Consider approval of an agreement to subordinate a SCDP residential rehabilitation loan mortgage on real property owned by Patricia Kampa.
10. Consider accepting the Fire Relief Association Schedule Form for Lump-Sum Pension reporting Year 2022, 2021 Financial Statements and authorize the budgeted \$5,000 contribution to the Fire Relief Association.
11. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
12. Consider the resignation of Matthew Moen from Hospital Security.
13. Consider the appointment of Sebastian Holmberg to full-time Hospital Security Officer.
14. Consider appointing additional election judge for 2022 elections.
15. Consider adopting a resolution urging Governor Walz to call for a special session of its lawmakers.

SET REGULAR AGENDA:

FIRE DEPARTMENT:

16. Consider accepting the retirement of Robert Rima from the Grand Rapids Fire Department.

COUNCIL:

17. Consider appointment of applicant to the Police Community Advisory Board.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 22, 2022 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL WORKSESSION MINUTES

Monday, July 25, 2022

4:00 PM

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

ROLL CALL:

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake

ABSENT: Councilor Tasha Connelly

STAFF: Chad Sterle, Laura Pfeifer, Steve Schaar, Erik Scott, Kevin Koetz, Will Richter

DEPARTMENT HEAD REPORT:

Information Technology - Erik Scott

Erik Scott, Director of IT, presented activities and projects covered by the IT department over the last year. A complete report is available upon request.

REVIEW OF REGULAR AGENDA:

Upon review, no changes or additions are noted.

ADJOURN:

There being no further business, the meeting adjourned at 4:58 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES
Monday, July 25, 2022
5:00 PM

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

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

STAFF: Chad Sterle, Erik Scott, Laura Pfeifer, Will Richter, Kevin Koetz, Steve Schaar

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

No Council reports submitted.

APPROVAL OF MINUTES:

1. Approve minutes for July 11, 2022 Worksession and Regular meetings, July 15, 2022 Special meeting and summary of July 11, 2022 Closed meeting.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period July 6, 2022 to July 18, 2022 in the total amount of \$1,377,133.29 of which \$293,672.50 are debt service payments.

Motion made by Councilor Blake, Second by Councilor Toven to approve the verified claims as submitted. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Review and acknowledge minutes for Boards & Commissions.

Acknowledged June 8, 2022 Library Board minutes and June 21, 2022 Golf Board minutes.

CONSENT AGENDA:

4. Consider authorizing the Mayor to sign a Professional Services Proposal with Encompass, Inc. for Exterior Facade Evaluation at the Library
5. Consider vacating one seat on the Police Community Advisory Board and support efforts to fill the vacancy
6. Consider signing a Memorandum of Understanding (MOU) with the Itasca County Toward Zero Deaths Coalition.
7. Consider approving Human Resources Officer job description and authorize posting the position.
8. Consider approving temporary liquor license for IEDC event scheduled for September 2, 2022.
9. Consider hiring golf course employees
10. Consider adopting a resolution to authorize closing Debt Service Fund- General Obligation State-Aid Street Bond 2007B Fund.

Adopted Resolution 22-69

11. Consider the appointment of Jeremy Gambill to the position of Haz-Mat Equipment and Training Assistant with the Grand Rapids Fire Department.
12. Consider approving payment to Adessa & the Beat for Tall Timber Days performance.
13. Consider entering into agreement with Zix Corporation.
14. Consider authorizing the police department to apply for a 2022-2023 Toward Zero Deaths (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety.
15. Consider authorizing quotes and the purchase of a compact track loader for the Public Works Department
16. Consider approving temporary liquor license for St. Joseph's event scheduled for September 10, 2022.

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

SET REGULAR AGENDA:

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

COUNCIL:

17. Consider appointment of applicant to Arts & Culture Commission and accept the resignation of Anne-Marie Erickson from the same.

Motion made by Councilor Adams, Second by Councilor Toven to accept the resignation of Anne-Marie Erickson from the Arts & Culture Commission and appoint Aaron Squadroni to fill the term through December 31, 2024. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake

18. Consider appointment of two applicants to the Police Community Advisory Board.

Motion made by Councilor Toven, Second by Councilor Blake to appoint Dana Butler and Richard Pederson to the PCA Board, terms to expire December 31, 2024. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake

There being no further business, the meeting adjourned at 5:08 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 08/03/2022
 TIME: 11:58:52
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/08/2022

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0609575	FINNLY TECH INC	874.42
0801661	HARRIS	6,511.74
1609470	PILLARS OF GRAND RAPIDS LLC	5,000.00
	TOTAL	12,386.16
CITY WIDE		
0401425	DAKOTA SUPPLY GROUP	178.37
0715808	GOVCONNECTION INC	7,093.62
0801661	HARRIS	2,170.59
1915248	SHI INTERNATIONAL CORP	75.60
	TOTAL CITY WIDE	9,518.18
SPECIAL PROJECTS-NON BUDGETED		
0221650	BURGGRAF'S ACE HARDWARE	10.58
0301685	CARQUEST AUTO PARTS	44.12
0315455	COLE HARDWARE INC	30.35
0601690	FASTENAL COMPANY	45.33
0718067	GRAND RAPIDS MARINE	2,895.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	3,025.38
ADMINISTRATION		
1309332	MN STATE RETIREMENT SYSTEM	11,696.33
	TOTAL ADMINISTRATION	11,696.33
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0315455	COLE HARDWARE INC	73.44
0401425	DAKOTA SUPPLY GROUP	89.07
1801555	RAPID PEST CONTROL INC	66.00
	TOTAL BUILDING SAFETY DIVISION	281.40
FINANCE		
0715814	GOVERNMENT FINANCE OFFICERS	190.00
	TOTAL FINANCE	190.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 08/08/2022

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
0609685	FIREMEN'S RELIEF ASSOCIATION	5,000.00
1205250	LEFTYS TENT & PARTY RENTAL	12.50
1301014	MACQUEEN EMERGENCY GROUP	382.51
1901535	SANDSTROM'S INC	926.00
	TOTAL FIRE	6,348.57
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	94.46
0103325	ACHESON TIRE INC	165.00
0221650	BURGGRAF'S ACE HARDWARE	121.96
0301685	CARQUEST AUTO PARTS	33.48
0315455	COLE HARDWARE INC	82.62
0400720	D&S STUMP GRINDING LLC	975.00
0601690	FASTENAL COMPANY	309.94
1000080	J T SERVICES	37,500.00
1105444	KELLER FENCE COMPANY	2,490.00
1200500	L&M SUPPLY	122.91
1201545	LANYK ELECTRIC INC	1,020.00
1309148	MINNESOTA BACKFLOW TESTING	753.63
1415545	NORTHLAND LAWN & SPORT, LLC	2,037.20
1421155	NUCH'S IN THE CORNER	56.88
1605665	PERSONNEL DYNAMICS LLC	972.00
1618555	PROFESSIONAL TURF & RENOVATION	3,300.00
1621125	PUBLIC UTILITIES COMMISSION	2,000.00
1801899	RAYS SPORT & CYCLE	52.69
2018560	TROUT ENTERPRISES INC	150.00
2209421	VIKING ELECTRIC SUPPLY INC	66.12
	TOTAL PUBLIC WORKS	52,303.89
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	80.85
0315455	COLE HARDWARE INC	54.99
0601690	FASTENAL COMPANY	75.98
0914200	INDUSTRIAL LUBRICANT COMPANY	1,504.00
2300765	W.W. WALLWORK INC	34.15
	TOTAL FLEET MAINTENANCE	1,749.97
POLICE		
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	537.84

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 08/08/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
0121725	AUTOMOTIVE ELECTRIC LLC	125.88
0301685	CARQUEST AUTO PARTS	6.89
0409501	JOHN P. DIMICH	4,583.33
0415529	DONDELINGER FORD	334.88
0513233	EMERGENCY AUTOMOTIVE TECH INC	198.10
1200500	L&M SUPPLY	19.98
1618125	PRAXAIR DISTRIBUTION INC	84.08
1920233	STREICHER'S INC	839.90
2000400	T J TOWING	412.50
	TOTAL POLICE	7,143.38
RECREATION		
0609575	FINNLY TECH INC	624.58
	TOTAL RECREATION	624.58
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
0218745	ASHLEY BRUBAKER	285.48
0701650	GARTNER REFRIGERATION CO	3,890.32
1801555	RAPID PEST CONTROL INC	63.25
2018680	TRU NORTH ELECTRIC LLC	173.60
	TOTAL	4,468.38
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	50.98
0315455	COLE HARDWARE INC	138.95
0504825	EDWARDS OIL INC	1,582.65
1105444	KELLER FENCE COMPANY	5,825.00
1401650	NARDINI FIRE EQUIPMENT CO INC	469.00
	TOTAL	8,066.58
CIVIC CENTER		
0609575	FINNLY TECH INC	874.42
	TOTAL	874.42

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 08/08/2022

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
GENERAL ADMINISTRATION		
0104700	ADS ON BOARDS	600.00
0118100	ARAMARK UNIFORM SERVICES	121.92
0221650	BURGGRAF'S ACE HARDWARE	41.89
0609575	FINNLY TECH INC	624.58
0701650	GARTNER REFRIGERATION CO	2,019.83
2305525	WENGER CORPORATION	1,471.68
TOTAL GENERAL ADMINISTRATION		4,879.90
CEMETERY		
0103325	ACHESON TIRE INC	20.00
0221650	BURGGRAF'S ACE HARDWARE	82.98
1200500	L&M SUPPLY	25.74
TOTAL		128.72
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
1315725	THE MOTOR SHOP LLC	27.50
TOTAL		57.50
AIRPORT CAPITAL IMPRV PROJECTS		
RUNWAY 16/34 RECONSTRUCTION		
0801825	HAWKINSON CONSTRUCTION CO INC	77,511.08
TOTAL RUNWAY 16/34 RECONSTRUCTION		77,511.08
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0918550	IRON OAKES FENCE, LLC	14,432.50
TOTAL IRA CIVIC CENTER RENOVATION		14,432.50
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
1000080	J T SERVICES	26,775.00
2000522	TNT CONSTRUCTION GROUP, LLC	62,443.78
TOTAL 21ST STREET IMPROVEMENTS		89,218.78

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 08/08/2022

VENDOR #	NAME	AMOUNT DUE

PIR-PERMANENT IMPRV NO PROJECT	REVOLV FND	
0503422	ECK DESIGN LLC	6,095.00
TOTAL NO PROJECT		6,095.00
STORM WATER UTILITY		
0221650	BURGGRAF'S ACE HARDWARE	361.75
0301685	CARQUEST AUTO PARTS	69.16
0401425	DAKOTA SUPPLY GROUP	1,058.23
0514798	ENVIRONMENTAL EQUIPMENT AND	787.85
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1908248	SHERWIN-WILLIAMS	517.50
2018560	TROUT ENTERPRISES INC	75.00
TOTAL		5,069.49
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$316,070.19
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104200	ADESSA & THE BEAT	1,650.00
0113105	AMAZON CAPITAL SERVICES	1,266.99
0305530	CENTURYLINK QC	47.53
0605191	FIDELITY SECURITY LIFE	106.54
0718015	GRAND RAPIDS CITY PAYROLL	275,494.88
0900060	ICTV	20,798.74
0920055	ITASCA COUNTY RECORDER	276.00
1305725	METROPOLITAN LIFE INSURANCE CO	6,157.01
1309199	MINNESOTA ENERGY RESOURCES	2,878.96
1309302	MN DEPT OF PUBLIC SAFETY	25.00
1309338	MN STATE TREAS/BLDG INSPECTOR	3,158.60
1321750	MUTUAL OF OMAHA	447.58
1601305	THOMAS J. PAGEL	1,675.79
2000100	TASC	30.60
2305825	WEX INC	2,599.47
T001154	MICHAEL BLUE PRODUCTIONS, LLC	5,100.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$321,713.69
TOTAL ALL DEPARTMENTS		\$637,783.88



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 8, 2022

AGENDA ITEM: Consider authorizing the Police Department to sell eight (8) city owned / forfeited vehicles at the Minnesota DNR or Mid State Auto online auction.

PREPARED BY: Captain Andy Morgan

BACKGROUND:

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

1. 1982 Chevrolet SN P20 Delivery Van VIN 1GCEP22MIC3327821

The following vehicles (7) were obtained by qualifying arrest / seizure laws. Each were awarded to Grand Rapids Police Department following appropriate civil court forfeiture hearings.

1. 2016 Coolster Speedmax 70cc Dirt Bike VIN L6ZDCCLAXG1000825
2. 1996 Suzuki VS1400 Motorcycle VIN JS1VX51L9T2103671
3. 2005 Audi A4 Sedan VIN WAUDF68E65A499601
4. 2002 Ford F150 VIN 1FTRX18L72ND11447
5. 2007 Subaru Legacy VIN 4S4BP61C577336207
6. 2005 Chevrolet Impala Sedan VIN 2G1WF52E059141168
7. 2014 Buick Regal VIN 2G4GN5EX8E9303300

All above vehicles have been appropriately licensed to the City of Grand Rapids, allowing us to move forward with attempts to sell.

REQUESTED COUNCIL ACTION:

Make a motion authorizing the Police Department to sell eight (8) city owned / forfeited vehicles at the Minnesota DNR or Mid State Auto online auction.



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 8th, 2022

AGENDA ITEM: Consider adopting a resolution requesting detachment of properties adjacent to Isleview Road

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City and Harris Township have been discussing roadway maintenance along Isleview Road, from Horseshoe Lake Road to the City limits. This section of roadway serves 137 Harris properties versus 27 Grand Rapids properties. Several options were discussed regarding how to fund improvements to the roadway, including a joint funding option. The preferred option by both parties was the detachment of City parcels, which would also transfer ownership of the roadway. If approved, Harris Township will be solely responsible for maintenance. Attached is a map and resolution requesting the detachment.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution requesting detachment of properties adjacent to Isleview Road

JOINT RESOLUTION OF THE CITY OF GRAND RAPIDS AND
THE TOWN OF HARRIS FOR DETACHMENT OF CERTAIN LAND
PURSUANT TO MINNESOTA STATUTES § 414.06

TO: Office of Administrative Hearings
Municipal Boundary Adjustment Unit
P. O. Box 64620
St. Paul, MN 55164-0620

The City of Grand Rapids and the Town of Harris hereby request by resolution the Office of Administrative Hearings-Municipal Boundary Adjustment Unit detach certain properties described herein from the City of Grand Rapids and make the same a part of the Township of Harris.

1. The property is situated within the City of Grand Rapids, abuts the municipal boundary, and is located in the County of Itasca.
2. The property proposed for detachment is rural in character and not developed for urban residential, commercial, or industrial purposes.
3. The reason detachment is requested is no municipal services are provided to the area proposed for detachment other than road maintenance and the parties to this resolution agrees the Town is better situated to maintain the public roadways located in that area.
4. Summarize what efforts were taken prior to filing this petition to resolve the issues: There are no issues to be resolved. The City and Town are in agreement.
5. The number of acres in the property proposed for detachment is 120.4 and is described as follows:

All those individual parcels of property where located within Government Lots Seven (7) and Eight (8), Section Thirty-one (31), Township Fifty-five (55), Range Twenty-five (25);
AND
The Northwest Quarter of the Southeast Quarter (NW¼ SE¼), Section Thirty-one (31), Township Fifty-five (55), Range Twenty-five (25) LESS the North 350 feet lying Easterly of Isleview Road.
6. The number and character of buildings on said property is: 16 dwelling units and 18 out buildings
7. The number of residents in the area proposed for detachment is: 40 persons (information based on 16 dwellings x 2.5 persons per)
(The number of residents is not necessarily the same as number of owners.)
8. Public improvements on said property are: roadway maintenance

Date: _____

Mayor

City Clerk

Date: _____

July 13, 2022

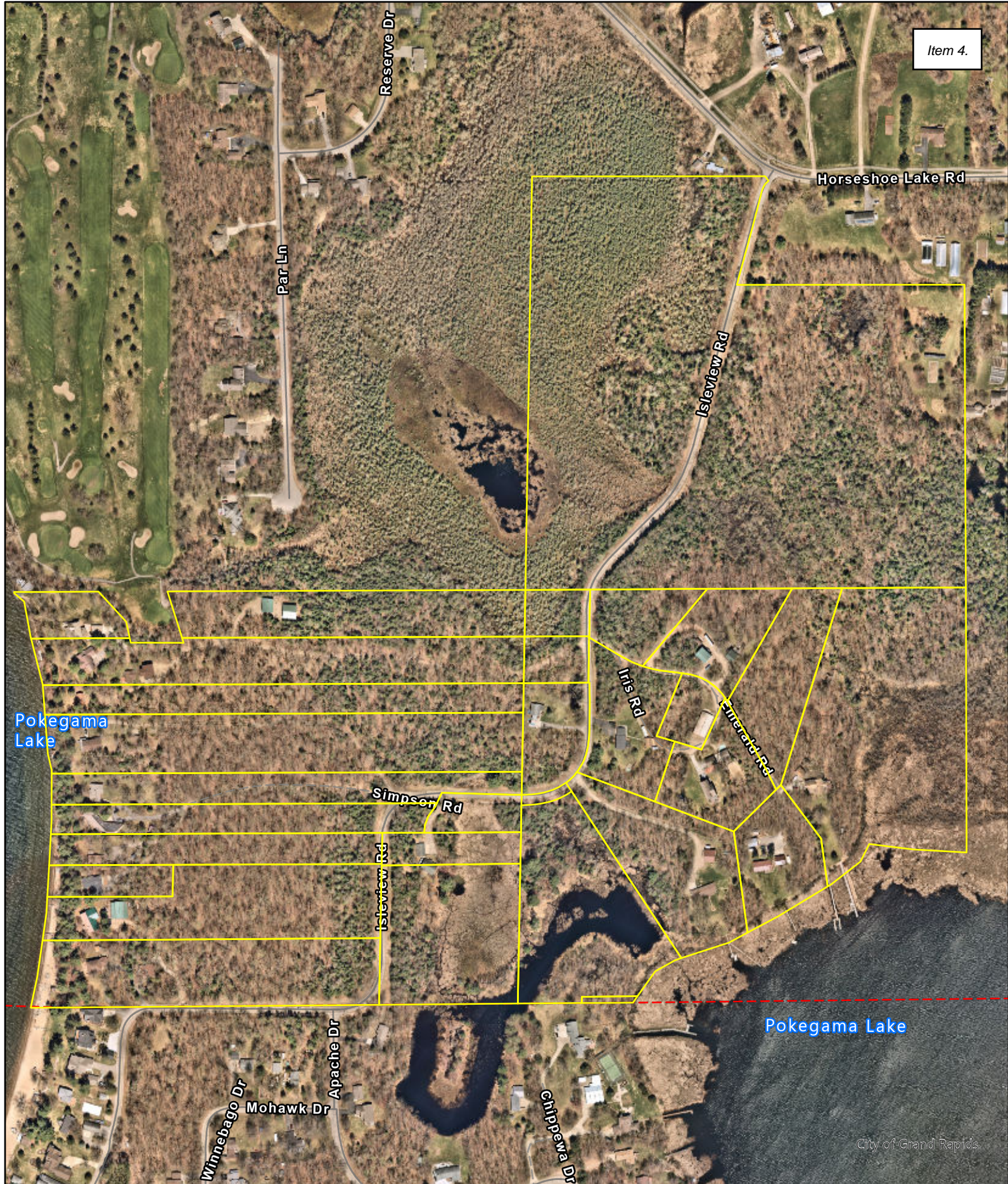
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
Town Board Chair

Town Board Clerk

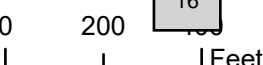
[Signature]
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(Interim)


Municipal Boundary Adjustment Unit Contact
Star Holman star.holman@state.mn.us 651-361-7909
(July 2019)




-  Detachment Parcels
-  City Limits

Parcels to Detach from City of Grand Rapids

0 200  Feet

 N

 16



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 8th, 2022

AGENDA ITEM: Consider adopting a resolution approving application to the Corridors of Commerce grant program

PREPARED BY: Matt Wegwerth

BACKGROUND:

MnDOT recently announced it is providing funding opportunities through the Corridors of Commerce program. The intent of this program is to fund projects on the State Highway system that support freight movements and improve system capacity.

City and MnDOT District 1 staff have been looking at ways to improve the intersection of Trunk Highway 169 (Pokegama Ave) and Trunk Highway 2 (4th Street). Both entities recognize that improvements are necessary to improve traffic flow and improve safety.

The program timelines are as follows:

Submittal process closes: November 30, 2022

State staff reviews applications: December-March 2022

MnDOT announces project awards: May 1, 2023

If selected, project funds are required to be spent within 4 years.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving application to the Corridors of Commerce grant program for Trunk Highway 169 and Trunk Highway 2.

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

RESOLUTION NO. 22-

A RESOLUTION SUPPORTING AN APPLICATION TO THE CORRIDORS OF COMMERCE PROGRAM FOR IMPROVEMENTS TO THE TRUNK HIGHWAY 169 AND TRUNK HIGHWAY 2 INTERSECTION

WHEREAS, the Minnesota Transportation Department is providing funding through the Corridors of Commerce program; and

WHEREAS, the funding is intended to improve local transportation infrastructure through projects that support economic development; and

WHEREAS, a total of \$250 million is available statewide for projects; and

WHEREAS, the City of Grand Rapids and MnDOT District 1 staff recognize improvements are necessary to the intersection of Trunk Highway 169 and Trunk Highway 2 West to improve system capacity and increase freight movements; and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, supports an application to the Corridors of Commerce Program for improvements on Trunk Highway 169 and Trunk Highway 2, in the area of 3rd Street North.

Adopted this 8th day of August, 2022.

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.



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 8, 2022

AGENDA ITEM: Consider adopting a resolution authorizing a grant application and to accept funds from the Minnesota Department of IRRR Commercial Rehabilitation Grant program for the IRA Civic Center Rehabilitation Project.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

As part of the funding package for the IRA Civic Center Rehabilitation Project, staff has prepared an application to the Minnesota Department of Iron Range Resources and Rehabilitation requesting a \$200,000 grant from their Commercial Rehabilitation grant program.

If awarded to the City, this grant would be used to reimburse a portion of the demolition costs associated with the IRA Civic Center Rehabilitation Project.

The attached resolution authorizes the application and the City's acceptance of funds, if they are awarded.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution authorizing a grant application to the IRRR Commercial Rehabilitation Grant program for the IRA Civic Center Rehabilitation Project.

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

**City of Grand Rapids, Minnesota
RESOLUTION NO. 22-__**

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

WHEREAS THE authorizing authority approves of the attached application for the City of Grand Rapids, Minnesota for demolition costs associated with the IRA Civic Center Rehabilitation Project; and

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

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

Adopted by the Council this 8th day of August, 2022.

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 8, 2022

AGENDA ITEM: Consider adopting a resolution authorizing a grant application and accept funds from the Minnesota Department of IRRR Community Infrastructure Grant program for the IRA Civic Center Rehabilitation Project.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

As part of the funding package for the IRA Civic Center Rehabilitation Project, staff has prepared an application to the Minnesota Department of Iron Range Resources and Rehabilitation requesting a \$300,000 grant from their Community Infrastructure grant program.

If awarded to the City, this grant would be used to reimburse a portion of the required community infrastructure costs associated with the IRA Civic Center Rehabilitation Project.

The attached resolution authorizes the application and the City's acceptance of funds, if they are awarded.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution authorizing a grant application to the IRRR Community Infrastructure Grant program for the IRA Civic Center Rehabilitation Project

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

**City of Grand Rapids, Minnesota
RESOLUTION NO. 22-__**

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

WHEREAS THE authorizing authority approves of the attached application for the City of Grand Rapids, Minnesota for community infrastructure costs associated with the IRA Civic Center Rehabilitation Project; and

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

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

Adopted by the Council this 8th day of August, 2022.

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 8, 2022

AGENDA ITEM: Consider approval of a resolution approving the loan of a Minnesota Investment Fund grant to ASV Holdings, Inc. and the execution of related documents.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

The Grand Rapids Economic Development Authority (GREDA) was awarded a \$450,000 Minnesota Investment Fund (MIF) grant from the Minnesota Department of Employment and Economic Development (DEED) for the ASV/Yanmar Expansion Project.

As we have discussed, the ASV/Yanmar Expansion project will add significant new employment to the community, in excess of 300 positions over the next four to five years, and include a capital investment of approximately \$9.5 million in equipment and real property improvements.

With the proceeds of the MIF grant, GREDA intends to provide a forgivable loan to ASV for their purchase of equipment, with the forgivable terms based on achieving a goal of maintaining the existing 219 full time positions and creating at least 115 new full time position in the next two years.

Per the meaning established within the Minnesota Business Subsidy Act, the GREDA forgivable loan to ASV constitutes a “business subsidy”, requiring GREDA to conduct a public hearing to be held on August 11, 2022. The Act further requires the loan agreement to include a business subsidy agreement, found under Article 8.

The required resolution, under consideration, approves the business subsidy agreement contained in the loan agreement.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution approving the loan of a Minnesota Investment Fund grant to ASV Holdings, Inc. and the execution of related documents.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING THE LOAN OF A MINNESOTA
INVESTMENT FUND GRANT TO ASV HOLDINGS, INC. AND
THE EXECUTION OF RELATED DOCUMENTS**

WHEREAS, ASV Holdings, Inc., a Delaware corporation, or an affiliate thereof or an entity related thereto (the “Borrower”), owns and operates a facility (the “Facility”) located at 840 Lily Lane in the City of Grand Rapids, Minnesota (the “City”); and

WHEREAS, the Borrower has requested financial assistance to help purchase machinery and equipment needed for the construction and equipping of an expansion of the Facility (the “Project”); and

WHEREAS, the Grand Rapids Economic Development Authority (the “Authority”) submitted application for a grant from the Minnesota Investment Fund Program administered by the Minnesota Department of Employment and Economic Development (“DEED”); and

WHEREAS, the Authority will enter into a Grant Agreement with DEED to obtain grant funds in the amount of \$450,000 and loan such grant funds to the Borrower for the Project; and

WHEREAS, there has been presented before the City Council a Loan Agreement – Minnesota Investment Fund (the “Loan Agreement”), proposed to be entered into between the Authority and the Borrower, providing for the loan of the grant funds in the amount of \$450,000 to the Borrower (the “Loan”), which constitutes a “business subsidy” exceeding \$150,000 within the meaning of Minnesota Statutes, Section 116J.993 to 116J.995, as amended (the “Business Subsidy Act”); and

WHEREAS, a “business subsidy agreement” as required under the Business Subsidy Act is included as one section of the Loan Agreement, and on August 11, 2022, the Authority will conduct a duly noticed public hearing regarding the Loan and the business subsidy agreement; and

WHEREAS, the City finds and determines that the business subsidy to the Borrower is for a public purpose and is in the public interest because it will further the objectives of the Project, will facilitate the expansion of a successful business and the creation of new jobs in the City, and will increase the tax base.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Rapids, Minnesota, that:

1. The City Council approves the business subsidy agreement contained within the Loan Agreement, subject to modifications that do not alter the substance of the transaction and that are approved by the President and Executive Director of the Authority, provided that execution of the documents by those officials shall be conclusive evidence of their approval.

Adopted by the City Council of the City of Grand Rapids, Minnesota this 8th day of August, 2022.

Mayor

ATTEST:

City Clerk

**LOAN AGREEMENT
MINNESOTA INVESTMENT FUND**

THIS AGREEMENT (the "Loan Agreement") is made and entered into as of this ____ day of _____, 2022 by and between the Grand Rapids Economic Development Authority (the "Lender") and ASV Holdings, Inc., 840 Lily Lane, Grand Rapids, MN 55744 (the "Borrower");

Recitals

1. The Lender has applied to the Minnesota Department of Employment and Economic Development (DEED) for a Minnesota Investment Fund Grant (the "MIF Grant") pursuant to an application (the "Grant Application") and received approval for the MIF Grant; and
2. Grant Contract Agreement Number CDAP-22-0003-H-FY22 (the "Grant Contract Agreement") between the Minnesota Department of Employment and Economic Development (the "State") and the Lender has been executed and requires that the Borrower provide sufficient funds to complete financing and agree to loan terms with the Lender regarding the MIF Grant; and
3. The parties hereto agree to incorporate into this Loan Agreement by reference the Grant Application and Grant Contract Agreement; and
4. The work anticipated to be performed for the Borrower's Project is not geographically dependent. It therefore could have been located at any number of locations either within or outside of the State of Minnesota. The subsidy has been provided to enhance the financial attractiveness and financial feasibility of locating or retaining the Borrower's operations in the Jurisdiction, rather than at some other location.
5. Borrower and Lender wish to set forth the terms and conditions upon which Lender will make the Loan to Borrower and for the repayment thereof.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

**ARTICLE 1
Definitions**

Section 1.1. Definitions. In this Loan Agreement, unless a different meaning clearly appears from the context:

"Bank" means NA.

"Benefit Date" means August 30, 2023, as defined in the Grant Contract Agreement. This date is determined by information in the Grant Application regarding the date equipment financed

through a Minnesota Investment Fund loan is expected to be fully operational or the date a building certificate of occupancy is expected to be issued for real property improvements financed through a Minnesota Investment Fund.

"Benefit" is defined as one or more of the following non-mandated compensation items paid by the Borrower on behalf of employees: health, dental, life and disability insurance, retirement program or profit-sharing.

"City" means City of Grand Rapids.

"County" means Itasca County.

"Compliance Date" means the date that is two (2) years after the Benefit Date.

"Development Property" means the real property described in Exhibit A attached.

"Effective Date" means July 5, 2022.

"Expiration Date" means three months after the Compliance Date as defined in the Grant Contract Agreement.

"Equipment" means the machinery & equipment purchased by the Borrower with the Loan Proceeds and described in Exhibit B attached.

"Full-Time Equivalent (FTE)" is one or more people working a sum of 2,080 hours in a calendar year, which includes paid time off.

"Grant Contract Agreement" means Minnesota Department of Employment and Economic Development Grant Contract Agreement # CDAP-22-0003-H-FY22 and attached as Exhibit C.

"Initial Disbursement Date" means the date of the first disbursement of any Loan Proceeds by the Lender to the Borrower.

"Jurisdiction" means within the corporate boundaries of the Lender.

"Loan" means the funds loaned by the Lender to the Borrower pursuant to this Loan Agreement.

"Loan Documents" means this Loan Agreement, the Promissory Note, Security Agreement, and the Guaranty.

"Loan Proceeds" means the proceeds of the Loan disbursed to the Borrower pursuant to this Loan Agreement.

"MIF Program" means the Minnesota Investment Fund, Minn. Stat. § 116J.8731 and Minn. Rules

Chapter 4300.

"MIF Grant" means the award of funds by the State to the Lender pursuant to the Grant Contract Agreement.

"New Jobs" means the new permanent, Full-Time Equivalent, non-contract, non-seasonal jobs to be created by the Borrower.

"Other Project Funds" means all funds required to complete the Project as defined in the Grant Application.

"Project" means the Borrower's expansion of the Grand Rapids production facility with the addition of approximately 60,000-sf high-bay warehouse, site improvements, assembly layout modifications and addition of machinery and equipment creating one hundred fifteen (115) jobs.

"Promissory Note" means a legal document that represents the Borrower's promise to repay the Loan per a given payment schedule, in substantially the form set forth by the State.

"State" means the Minnesota Department of Employment and Economic Development.

"Termination Date" means the date of the final payment made by the Borrower to the Lender under the terms of the Loan Agreement and Promissory Note or November 30, 2025

ARTICLE 2

Loan, Use of Proceeds and Conditions of Repayment

Section 2.1. **MIF Loan/Funds.** The Lender agrees on the terms and subject to the conditions hereinafter set forth, to make a loan to the Borrower in an aggregate principal amount not to exceed \$450,000 for purchase of machinery and equipment. The obligation of the Borrower to repay the Loan shall be evidenced by the Promissory Note. The Borrower's obligations under this Loan Agreement are expressly contingent on the Lender's receipt of the MIF Grant from the State in an amount adequate to make the Loan.

Section 2.2. **Non-MIF (Other) Project Funds.** The Borrower has secured a commitment for the private financing necessary to complete the Project, in a form and under conditions satisfactory to the Bank, Borrower and Lender.

(a) The Borrower shall commit not less than \$6,789,500 of equity and not less than \$6,789,500 of other private financing for the completion of the Project.

(b) Other Project Funds described in the Grant Application must be used at the same amount, for the same purposes and under the same terms, rates and conditions as specified unless written consent is received from the State prior to expenditure.

Section 2.3. Loan Terms. FORGIVABLE LOAN: The Loan shall be forgiven by the Lender and the State upon satisfaction by the Borrower of the terms of this Loan Agreement. In the event the Loan is not forgiven, the Loan shall be repayable as set forth in Section 8.2 of this Loan Agreement. The Loan terms may not be modified without prior written approval from the State.

Section 2.4. Early Repayment. The Promissory Note may be prepaid in whole or in part at any time without penalty. A prepayment shall first be applied against any accrued interest, and then against any outstanding and past due payments which are due and owing hereunder or under the Loan Agreement, and then the remaining portion of such prepayment shall be applied against the remaining outstanding and unpaid principal balance.

Section 2.5. Maintenance and Operation of the Project. As long as any portion of the Loan is still outstanding, Borrower shall maintain and operate the Project and use the Loan Proceeds in compliance with the terms of MIF, this Loan Agreement, and all applicable federal, state and local laws, regulations and ordinances, including but not limited to all environmental laws and regulations.

Article 3 Conditions of Lending

Section 3.1. Condition Precedent to Any Advance. The obligation of the Lender to close the Loan and disburse the Loan Proceeds thereof to Borrower shall, subject to waiver by the State, be subject to the condition precedent that the Lender shall have received on or before the date of such closing the Promissory Note duly executed by the Borrower. The Borrower shall provide identifying information for the equipment prior to disbursement of the Loan Proceeds in accordance with Section 9.3 hereof.

Section 3.2. Further Conditions Precedent to Disbursement. The obligation of the Lender to disburse the Loan Proceeds shall also be subject to the following conditions precedent:

- (a) The Loan which is being made to the Borrower shall be consistent with the provisions of MIF.
- (b) No Event of Default hereunder or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

Section 3.3. Disbursement and Deposit of Loan Proceeds. Upon the execution of this Loan Agreement and the satisfaction of all of the conditions specified in Article 6, the Lender shall disburse the full Loan Proceeds to the Borrower.

Section 3.4. Termination. This Loan Agreement shall automatically terminate without any notice to Borrower:

(a) If no Loan Proceeds have been disbursed to the Borrower prior to the Expiration Date; or

(b) If the Borrower fails to pay its debts as they become due, makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, files an answer admitting insolvency or inability to pay its debts as they become due in any involuntary bankruptcy case commenced against it, or fails to obtain a dismissal of such case within sixty (60) days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or is the subject of an order for relief in such bankruptcy case, or is adjudged a bankrupt or insolvent, or has a custodian, trustee, or receiver appointed for it, or has any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver is not discharged, or such jurisdiction is not relinquished, vacated, or stayed within sixty (60) days of the appointment.

ARTICLE 4

Acknowledgments, Incorporation, Representations, and Warranties

Section 4.1. Acknowledgments/Incorporation.

(a) The Borrower acknowledges that the Lender, in order to obtain funds for part of the Borrower's activities in connection with the Project, has applied for the MIF Grant to the State under the Minnesota Investment Fund Program, Economic Development Division, and that the Lender has entered into the Grant Contract Agreement with the State attached as Exhibit C, setting forth the terms, conditions, and requirements of the MIF Grant. The Borrower further acknowledges that it has made certain representations and statements in the Grant Application concerning its activities relating to the Project, and that the Borrower is designated and identified under the Grant Contract Agreement.

(b) Under the Grant Contract Agreement, the Lender has undertaken certain obligations with respect to, and among other things, repayment to the State of the Loan Proceeds in the event certain conditions are not met. A copy of the Grant Contract Agreement and this Loan Agreement shall be on file in the offices of the Lender. In the event any provision of this Loan Agreement relating to the Borrower's obligations hereunder is inconsistent with the provisions of the Grant Contract Agreement relating to the Borrower's activities thereunder, the provisions of the Grant Contract Agreement shall prevail.

(c) The Borrower acknowledges that nothing contained in the Grant Contract Agreement or this Loan Agreement, nor any act of the State or the Lender, shall be deemed or construed to create between the State and the Borrower (or, except as Borrower and Lender between the Lender and the Borrower) any relationship, including but not limited to that of third-party beneficiary, principal and agent, limited or general partnership, or joint venture. As

such, the Borrower agrees to hold the State harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Loan Agreement, any events related to the Project or the Borrower's participation in this Loan, or Borrower's activities on the Development Property.

Section 4.2. Representations and Warranties. The Borrower warrants and represents, in connection with the Loan and for the benefit of the State and the Lender, that:

(a) It is a Delaware Corporation, ASV Holdings, Inc. registered and in good standing under the laws of the State of Minnesota and is authorized to enter into this Loan Agreement and perform any of the acts required herein.

(b) It has the legal authority and is duly authorized to operate the Project, to incur the indebtedness of the Promissory Note and to perform its obligations under this Loan Agreement, to execute and deliver the Loan Documents to which it is a party and it has taken all actions necessary and incident to its execution and delivery of the Loan Documents.

(c) Its execution and delivery of the Loan Documents to which it is a party, and its incurrence of the Loan does not violate any provision of law or Borrower's corporate documents.

(d) The Promissory Note will be duly and validly authorized, executed and delivered prior to initial disbursement, and it constitutes the legal, valid, and binding obligation of the Borrower enforceable in accordance with its terms. The Loan Documents to which it is a party, will be duly and validly authorized, executed and delivered, and are the legal, valid, and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, except to the extent the enforceability thereof may be limited by bankruptcy, insolvency or other law affecting creditor's rights, or the application of equitable principles generally.

(e) It is not in violation of any provisions of its organizational documents or of the laws of local governments, State of Minnesota or U.S. Government, and there are no actions, suits or proceedings pending, or to its knowledge threatened, before or by any judicial body or governmental authority, against or effecting it, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Loan Agreement or to perform any of the acts required of it in the Loan Documents to which it is a party.

(f) Neither the execution and delivery of the Loan Documents to which it is a party, nor compliance with any of the terms, conditions, requirements, or provisions contained herein or in such referenced documents, is prevented by, is a breach of, or will result in a breach of any term, condition or provision of any agreement or document to which it is now a party or by which it is bound.

(g) It will maintain adequate capital for the proper operation and administration of its duties under this Loan Agreement.

(h) It will comply with Minn. Stat. § 116J.8731 and Minn. Rules Chapter 4300 and all of the terms, conditions, provisions and requirements, contained in the Loan Documents to which it is a party.

(i) Representations, statements, and other matters provided by the Borrower relating to those activities of the Project to be completed by the Borrower, which were contained in the Grant Application, were true and complete in all material respects as of the date of submission to the Lender and such representations, statements, and other matters are true as of the date of this Loan Agreement and there are no adverse material changes in the financial condition of the Borrower's business.

(j) The Borrower acknowledges that the State, in selecting the Lender as recipient of the Grant, relied in material part upon the assured completion of the Project to be carried out by the Borrower, and the Borrower warrants that said Project will be carried out as promised.

(k) The Borrower warrants that to the best of its knowledge, it has obtained all federal, state, and local governmental approvals, reviews, and permits required by law to be obtained in connection with the Project and has undertaken and completed all actions necessary for it to lawfully execute this Loan Agreement as binding upon it.

(l) The Borrower warrants that it shall keep and maintain books, records, and other documents relating directly to the Other Project Funds, and that any duly authorized representative of the State shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Borrower for six (6) years after the termination of the Loan Agreement or until such time that the Lender and the State have both determined that all issues, requirements, and close-out procedures relating to or arising out of the Loan have been settled and completed, whichever is later.

(m) The Borrower warrants that no transfer of any or all of the Loan Proceeds by the Lender to the Borrower shall be or be deemed an assignment of Loan Proceeds, and the Borrower shall neither succeed to any rights, benefits, or advantages of the Lender under the Grant Contract Agreement, nor attain any right, privileges, authorities, or interest in or under the Grant Contract Agreement.

Section 4.3. Affirmative Covenants. Borrower further warrants and agrees that:

(a) It has sufficient funds to complete the purposes of the Project and sufficient capacity to administer the Project.

(b) The Project will be performed in full compliance with all applicable federal, state

and local laws, regulations, rules and ordinances, which include but are not limited to all applicable environmental laws, regulations and rules.

- (c) Borrower agrees to submit reports required in Article 7 and Article 8.

ARTICLE 5 Events of Default and Rights and Remedies

Section 5.1. **Events of Default.** Any one or more of the following events shall be deemed and shall constitute an “Event of Default”:

(a) The interest or principal due under the Promissory Note, or any other payments due and payable under this Loan Agreement or any other document referred to herein, are not paid when due and such nonpayment is not remedied within ten (10) business days after written notice thereof to the Borrower by the Lender;

(b) The Borrower is in breach of any of the requirements, terms, conditions, covenants or other agreements in the Loan Documents and remains in breach in any material respect for thirty (30) business days after written notice thereof to the Borrower by the Lender; provided, however, that if such breach shall reasonably be incapable of being cured within such thirty (30) business days after notice, and if the Borrower commences and diligently prosecutes the appropriate steps to cure such breach, no default shall exist so long as the Borrower is proceeding to cure such breach in a reasonable period of time;

(c) Any representation or warranty made by the Borrower in the Loan Documents, any other document referred to in such documents, or any financial statement, certificate, or report furnished pursuant to this Loan Agreement, or any representation or warranty made order to induce the Lender to close the Loan or disburse the Loan Proceeds, which proves to have been untrue in any material respect or materially misleading as of the time such representation or warranty was made;

(d) Borrower shall make an assignment for the benefit of its creditors, or shall be dissolved, or shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended), or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated as bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation, or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or shall not, within 60 days after the filing of such a petition against it, have the same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties, or shall not, within 60 days after the appointment (without its consent or acquiescence) of a trustee, receiver or liquidator of any material part of its properties, have such appointment vacated;

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Borrower seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or any trustee, receiver or liquidator of such entity, shall be appointed without the consent or acquiescence of State;

(f) Borrower shall refuse to allow the State, at any reasonable time and upon prior written notice, to inspect, audit, copy or abstract, any and all of its books, records, papers or other documents relevant to the Borrower's use of the Loan Proceeds;

(g) Borrower shall refuse to allow the Minnesota Legislative Auditor or the State Auditor for the State of Minnesota, at any reasonable time and upon prior written notice, to inspect, audit, copy or abstract, any and all books referred to in Section 5.1(f);

(h) Borrower shall fail to provide annual reporting information as described herein.

(i) The Borrower sells, conveys, transfers, encumbers, or otherwise disposes of all or any part of the Development Property or the Equipment without the prior written approval of the State and Lender;

(j) The Borrower merges or consolidates with an entity that is not an affiliate of the Borrower wherein the Borrower or such affiliate are not the surviving entity after such merger or consolidation without the prior written consent of the Lender;

(k) There is a loss, theft, substantial damage, or destruction of all or any part of the Development Property or the Equipment that is not remedied to the Lender's satisfaction within sixty (60) business days after written notice thereof by the Lender to the Borrower; or

(l) The Borrower is in breach of the requirements of Article 7 and Article 8, the Business Subsidy Agreement and Progress Reporting.

(m) The occurrence of any other act or event that is noncompliant under the MIF Program.

Section 5.2. **Rights and Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender, the Lender may, at its option, exercise any and all of the following rights and remedies (as well as any other rights and remedies available to it):

(a) The Lender may, by notice in writing to the Borrower, refrain from disbursing any of the Loan Proceeds; provided, however, the Lender may make such disbursements after

the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder or waiving its right to make any additional disbursements.

(b) The Lender may, by written notice to the Borrower, declare immediately due and payable all principal and interest due under the Promissory Note, together with all other sums payable under the Loan Documents and the same shall thereupon be immediately due and payable without presentment or other demand, protest, notice of dishonor or any other notice of any kind, all of which are hereby expressly waived.

(c) The Lender shall have the right, in addition to any other rights provided by law or equity, to enforce its rights and remedies under the Loan Documents.

(d) The Lender shall have the right, in addition to any other rights provided by law or equity, to initiate litigation for the breach of any term, condition, covenant, requirement or provision contained in the Loan Documents, and to recover damages for such breach.

(e) The Lender shall have the right, in addition to any other rights provided by law or equity, to apply to any court, state or federal, for specific performance of any term, condition, covenant, requirement or provision contained in the Loan Documents; for an injunction against any violation of any such term, condition, covenant, requirement and/or provision; or for such other relief as may be appropriate, since the injury to the Lender arising from a default under any of the terms, conditions, covenants requirements and/or provisions of the Loan Documents, would be irreparable and the amount of damage would be difficult to ascertain.

Section 5.3. Rights and Remedies Cumulative. The rights and remedies of the parties to this Loan Agreement, whether provided by operation of law or by this Loan Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not be construed to preclude or waive its right to exercise, at the same or different times, any of the other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party.

No waiver made by either such party with respect to the performance, manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Loan Agreement or any document referred to herein, shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No delay or failure by either party to exercise any right or remedy shall be a waiver of such right or remedy, and no single or partial exercise by either party of any right or remedy shall preclude other or further exercise thereof for the exercise of any other right or remedy at any other time.

Section 5.4. Collection. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender and State, Borrower agrees

to pay all costs and expenses of the Lender, including, but not limited to, reasonable attorney's fees, in the collection of any of the obligations or the enforcement of any of the Lender's rights. If any notice of sale, disposition or other intended action by the Lender is required by law to be given to Borrower, such notice shall be deemed reasonably and properly given if mailed to Borrower at the address specified in Section 9.15(b), or at such other address of Borrower as may be shown on the Lender's records, at least 15 days before such sale, disposition or other intended action.

The Lender shall have the right at its option and without demand or notice, to declare all or any part of the Loan immediately due and payable, and in addition to the rights and remedies granted hereby, the Lender shall have all of the rights and remedies available under the Uniform Commercial Code and any other applicable law.

Section 5.5. **Assignment.** If, prior to the Termination Date, the Borrower sells, conveys, transfers, further mortgages or encumbers, or disposes of the Development Property, or any part thereof or interest therein, or enters into an agreement to do any of the foregoing, the Borrower shall immediately repay all amounts then outstanding on the Loan. This shall be in addition to any other remedies at law or equity available to the Lender.

Section 5.6. **Appointment for Foreclosure.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender and State, Borrower agrees that the Lender may appoint an individual or entity to handle the default proceedings.

ARTICLE 6 Disbursement Provisions

Section 6.1. **Payment Requisition Documentation.** The Lender will disburse the loan funds upon receipt and approval by the Lender and the State of the following documentation:

If MIF funds are not going to be requested prior to the Compliance Date, the following conditions will apply.

- (a) This Loan Agreement, fully executed
- (b) Evidence of equity injection in the amount of \$6,789,500
- (c) Invoices for items funded by the Loan and matching funds
- (d) Tax abatement Agreements from Itasca County and City of Grand Rapids for \$420,000
- (e) Promissory note from IRRR for \$1,000,000
- (f) Grant agreement from IRRR for \$350,000

If MIF funds are requested prior to the Compliance Date, the following additional items will be required prior to disbursement:

- (f) The Promissory Note
- (g) The Security Agreement
- (h) The Corporate Guarantee of Yanmar is required

- (i) The Borrower shall maintain insurance in adequate amounts covering loss or damage to the collateral. Provide evidence that the Lender has been listed as loss payee.
- (j) Invoices for items funded by the Loan and matching funds.

Upon receipt of such information, the Loan funds will be disbursed upon approval of the Lender and the State up to a total disbursement amount of \$450,000.

Section 6.2. Other Documentation.

- (a) Third party documentation of total project expenditures as outlined in the application sources and uses will be required prior to the Compliance Date.
- (b) Evidence that equipment or other items purchased with the Loan are in the Jurisdiction must be provided on or prior to the Benefit Date.

Section 6.3. Review of Documents. The Borrower shall not be entitled to any disbursement of Loan Proceeds until the Lender's legal counsel and the State have reviewed and approved this Loan Agreement and the exhibits attached hereto.

Section 6.4. Adverse Changes. The Lender and the State will not authorize disbursement of funds if there has been any adverse change in the Borrower's financial condition, organization, operations or their ability to repay the project financing.

ARTICLE 7 Progress Reporting

Section 7.1. Progress Information. The Borrower shall provide to the Lender information for incorporation into the Minnesota Investment Fund progress reports, as required by the State and as needed by the Lender, to monitor the Project for compliance with State and Lender guidelines. This information must be provided until the goals set forth in Section 8.1 have been met or until the Compliance Date, whichever is later. At the discretion of the State or Lender additional reporting may be required. This information must be submitted to the Lender no later than:

- (a) January 15, 2023 for the period ending December 31, 2022;
- (b) January 15, 2024 for the period ending December 31, 2023;
- (c) January 15, 2025__ for the period ending December 31, 2024;
- (d) Fifteen days after the Compliance Date.

Section 7.2 Documentation to be provided to the Lender:

- (a) **Project status and the status of payments.**
- (b) **Additional Leverage.** The Borrower must provide to the Lender invoices, sworn construction statements, and or any other information, with each progress report, to document

Other Project Funds in addition to the originally included project costs.

(c) **Job Creation Documentation.** The Borrower shall provide to the Lender information on the hiring of each New Job on forms provided by the Lender. This information must include:

- (1) Permanent jobs created;
- (2) Job title of each New Job;
- (3) Date of hire of each new employee;
- (4) Hourly base wage paid;
- (5) List of Benefits provided; and
- (6) Hourly value of Benefits paid.

(d) **Payroll Report.** A formal payroll report verifying job information will be due as of the Compliance Date.

ARTICLE 8 Business Subsidy Agreement and Reporting

Section 8.1. **Business Subsidy Agreement.** The provisions of this Section constitute the “Business Subsidy Agreement” for purposes of the Minnesota Business Subsidy Act (Minn. Stat. § 116J.993 – § 116J.995 and its successor statute.)

(a) The Borrower acknowledges and agrees that the provisions of Minnesota’s Business Subsidy Act apply to this Loan Agreement, as Borrower is receiving government assistance under the terms of this Loan Agreement.

- (1) The subsidy provided to the Borrower includes the \$450,000 forgivable loan made hereunder which will be used for purchase of machinery and equipment.
- (2) The public purposes and goals of the subsidy are to increase Borrower’s net jobs in the City and encourage economic development.
- (3) The goals for the subsidy are to create jobs that pay a livable wage, per Section 8.1(b) of this Loan Agreement.
- (4) If the goals are not satisfied, the Borrower shall make payment to the Lender as required in Section 8.2 of this Loan Agreement.
- (5) The subsidy is needed because the Project cost is economically infeasible without the Loan.
- (6) The Borrower must continue operations in the Jurisdiction for at least five years following the Benefit Date.
- (7) The Borrower **does** have a parent corporation.
Name of Parent: Yanmar America Corporation
Address of parent: 101 International Parkway, Adairsville, GA

30103

- (8) In addition to the assistance provided under this Loan Agreement, the Borrower has received or expects to receive as part of this Project, the following financial assistance from other “grantors” as defined in the Business Subsidy Act: IRRR - \$1,350,000 and tax abatements of \$420,000 from City of Grand Rapids and Itasca County
- (b) On the Compliance Date, the Borrower shall have:
- (1) Maintained two hundred nineteen (219) permanent, non-contract, non-seasonal FTE jobs;
 - (2) Created at least one hundred fifteen (115) New Jobs at the Development Property with each job noted once within “wage brackets” as stated below:
 - a. Twenty-three (23) New Jobs must pay a base cash wage of at least \$18.66 per hour (exclusive of Benefits); The Borrower is entitled to forgivable Loan Proceeds in the amount of \$3,851 per job created in this wage bracket not to exceed \$88,573 in total;
 - b. Seventy-nine (79) New Jobs must pay a base cash wage of at least \$20.21 per hour (exclusive of Benefits); The Borrower is entitled to forgivable Loan Proceeds in the amount of \$3,851 per job created in this wage bracket not to exceed \$304,229 in total;
 - c. Thirteen (13) New Jobs must pay a base cash wage of at least \$25.96 per hour (exclusive of Benefits); The Borrower is entitled to forgivable Loan Proceeds in the amount of \$4,401 per job created in this wage bracket not to exceed \$57,213 in total;
 - (3) Any job created between the Effective Date and the Compliance Date shall pay at least \$14.68 per hour, including Benefits.
 - (4) New Jobs created on or after the Effective Date that meet the criteria outlined in 8.1(b)(2) will count toward the Borrower’s job creation goal.

Section 8.2. **Default on Business Subsidy Act Requirements.**

(a) If the Borrower fails to meet the job creation goal and wage level commitment set forth in Section 8.1(b) above on the Compliance Date, the Lender may, after holding a public hearing, extend the Compliance Date for up to one year, after approval from the State. If no extension occurs, or if after the extension, the Borrower fails to meet the job creation goal and wage commitment, the Borrower will be required to repay to the Lender a pro rata share of the Loan principal plus interest as calculated in Section 8.2 (b) at an accelerated rate, based upon the difference between the wage bracket values defined in Section 8.1(b)(2) above and the wage bracket value of actual jobs created. Forgivable loan proceeds will be subject to collection first; once the forgivable funds are exhausted, repayable loan proceeds will be subject to accelerated repayment.

(b) In an Event of Default occurring as a result of a breach by the Borrower of any provision of Section 8.1 of this Loan Agreement, the Borrower agrees to repay the principal amount as calculated in Section 8.2(a) hereof plus interest set at the greater of three percent (3%) or the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the Bureau of Economic Analysis of the United States Department of Commerce for the 12-month period ending March 31st of the previous year

(c) Interest required in Section 8.2 (b) shall commence to accrue as of the Initial Disbursement Date;

(d) Nothing in this Section 8.2 shall be construed to limit the Lender's rights or remedies under any other provision of this Loan Agreement, and the provisions of Section 8.2 are in addition to any other such right or remedy the Lender may have available.

(e) The Borrower shall provide to the Lender information regarding job and wage goals and results for two years after the Benefit Date or until the goals are met, whichever is later. This reporting requirement will expire if the goals are met on the Compliance Date. If the goals are not met, the Borrower must continue to provide information on the Loan until the Loan is repaid. The information must be filed on the Non-JOBZ Minnesota Business Assistance form as found on the MN Department of Employment and Economic Development website and shall include the following:

- (1) the type, public purpose, and amount of subsidies and type of district, if the subsidy is tax increment financing;
- (2) the hourly wage of each job created with separate bands of wages;
- (3) the sum of the hourly wages and cost of health insurance provided by the employer with separate bands of wages;
- (4) the date the job and wage goals will be reached;
- (5) a statement of goals identified in the subsidy agreement and an update on achievement of those goals;
- (6) the location of the recipient prior to receiving the business subsidy;
- (7) the number of employees who ceased to be employed by the recipient when the recipient relocated to become eligible for the business subsidy;
- (8) why the recipient did not complete the project outlined in the subsidy agreement at their previous location, if the recipient was previously located at another site in Minnesota;
- (9) the name and address of the parent corporation of the recipient, if any;
- (10) a list of all financial assistance by all grantors for the project; and
- (11) other information the Commissioner of the MN Dept. of Employment and Economic Development may request.

(f) This information must be provided to the Lender no later than March 1 of each year for the previous year. If the Borrower does not submit the report, the Lender shall mail the Borrower a warning within one week of the required filing date. If, after 14 days of the

postmarked date of the warning, the Borrower fails to provide a report, the Borrower must pay to the Lender a penalty of \$100 for each subsequent day until the report is filed. The maximum penalty shall not exceed \$1,000.

ARTICLE 9 Other Conditions

Section 9.1. **Project Time Frame.** The time frame outlined in the Grant Application and Grant Contract Agreement pertaining to the Project shall be met by the Borrower.

Section 9.2. **Promissory Note.** The Borrower shall execute a Promissory Note in substantially the form set forth by the State.

Section 9.3. **Collateral.** The Borrower shall furnish the Lender description of collateral.

Section 9.4. **Annual Financial Statements.** For the term of the Loan, upon request of the Lender, the Borrower shall submit the most recent annual financial statement prepared in accordance with generally accepted accounting principles. The annual financial statements shall include a profit and loss statement, balance sheet, and statement of cash flow, notes and an opinion from the accountants of such statements acceptable to the Lender.

Section 9.5. **Discrimination on Account of Race, Creed, or Color.** The provisions of Minn. Stat. § 181.59 and any successor statutes, which relate to civil rights and discrimination, shall be considered a part of this Loan Agreement as though wholly set forth herein and the Borrower shall comply with each such provision throughout the term of this Loan Agreement.

Section 9.6 **Affirmative Action.** The Borrower is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled.

Section 9.7. **Job Listing Agreement.** (Minn. Stat. § Section 116L.66 and any successor statutes). When the Loan is for \$200,000 or more, the Borrower shall enter into a Job Listing Agreement with the local CareerForce Center, MN Department of Employment and Economic Development.

Section 9.8. Prevailing Wage. If the Borrower is awarded \$500,000 or more of Loan Proceeds and the Loan is used for construction, installation (including equipment), remodeling and or repairs, the Borrower shall fully and completely comply with all applicable prevailing wage requirements contained in Minn. Stat. § 116J.871 and § 177.42, subd. 6.

(a) **Documentation.** The Borrower shall maintain or ensure access to all documentation necessary to establish that the required prevailing wage was paid and shall allow the Lender, the Commissioner of the Department of Labor and Industry and the State reasonable access to such data.

(b) **Penalty.** It is a misdemeanor for the Borrower, who has certified that prevailing wages will be paid to laborers and mechanics to subsequently fail to pay the prevailing wage. Each day a violation of this subdivision continues is a separate offense.

Section 9.9. Surety Deposits Required for Construction Contracts. If the Loan is used for construction, and the Borrower is hiring, contracting, or having a contract with a nonresidential person or foreign corporation to perform construction work, the Borrower must comply with Minnesota Statutes 290.9705, as amended, by deducting and withholding eight percent of cumulative calendar year payments to the contractor which exceeds \$50,000.

This condition may be waived if (1) the contractor gives the commissioner a cash surety or a bond, secured by an insurance company licensed by Minnesota, conditioned that the contractor will comply with all applicable provisions of this chapter and chapter 297A, or (2) the contractor has done construction work in Minnesota at any time during the three calendar years prior to entering the contract and has fully complied with all provisions of this chapter and chapter 297A for the three prior years.

Section 9.10. Publicity and Endorsement

(a) **Publicity.** Any publicity regarding the subject matter of this Loan Agreement must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Borrower individually or jointly with others, or any subcontractors, with respect to the MIF Program, publications, or services provided resulting from this Grant Contract Agreement.

(b) **Endorsement.** The Lender and the Borrower must not claim that the State endorses its products or services.

Section 9.11. Workers Compensation Insurance. The Borrower has obtained workers compensation insurance as required by Minn. Stat. § Section 176.181, subd. 2. The Borrower's workers compensation insurance information is as follows:

(a) Company Name: Mitsui Sumitomo Insurance Company of America

(b) Policy Number: WCP8522068

(c) Local Agent: Kayo Montgomery CPCU MBA, AON Insurance, Lincolnshire, IL 60069

Section 9.12. Effect on Other Agreements. Nothing in this Loan Agreement shall be construed to modify any term of any other agreement to which the Lender and the Borrower are parties.

Section 9.13. Release and Indemnification Covenants. Except for any breach of the representations and warranties of the Lender or the negligence or other wrongful act or omission of the following named parties, the Borrower agrees to protect and defend the Lender and the governing body members, officers, agents, servants, and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the acquisition, construction, installation, ownership, maintenance, and operation of the Project and the Borrower's activities on the Development Property.

Section 9.14. Modifications. This Loan Agreement may be modified solely through written amendments hereto executed by the Borrower and the lender and approved by the State.

Section 9.15. Notices and Demands. Any notice, demand, or other communication under this Loan Agreement by either party to the other shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Lender: Grand Rapids Economic Development Authority
ATTN: Rob Mattei
420 N. Pokegama Ave
Grand Rapids MN 55744

(b) as to the Borrower: ASV Holdings, Inc.
ATTN: Melissa How
840 Lily Lane
Grand Rapids, MN 55744

or at such other address with respect to any party as that party may, from time to time, designate in writing and forward to the others as provided in this Section 9.15(b).

Section 9.16 Conflict of Interests; Representatives Not Individually Liable.

(a) No employee, officer or agent of the Lender shall participate in the administration of a contract supported by this loan if a conflict of interest, real or apparent, would be involved. No employee, officer or agent of the Lender may obtain a financial interest in any agreement with respect to the Loan. No employee, officer, or agent of the Lender shall

be personally liable to the Borrower or any successor in interest in the event of any default or breach by the Lender or for any amount that may become due to the Borrower or on any obligation or term of this Loan Agreement.

(b) To the best of the Borrower's knowledge, no member, officer, or employee of the Lender, or its officers, employees, designees, or agents, no consultant, member of the governing body of the Lender, and no other public official of the Lender, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit there from, which is part of the Project.

Section 9.17. Binding Effect. The covenants and agreements in this Loan Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the parties to this Loan Agreement.

Section 9.18. Provisions Not Merged With Deed. None of the provisions of this Loan Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Loan Agreement.

Section 9.19. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Loan Agreement are inserted only for convenience of reference and shall be disregarded in construing or interpreting any of its provisions.

Section 9.20. Counterparts. This Loan Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.21. Choice of Law and Venue. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Loan Agreement shall be heard in the state of Minnesota, and all parties to this Loan Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 9.22. Waiver. The failure or delay of any party to take any action or assert any right or remedy, or the partial exercise by any party of any right or remedy shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or repeat.

Section 9.23. Entire Agreement. This Loan Agreement, with the exhibits hereto, constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Loan Agreement.

Section 9.24. **Separability.** Wherever possible, each provision of this Loan Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Loan Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Loan Agreement or any other related document.

Section 9.25. **Immunity.** Nothing in this Loan Agreement shall be construed as a waiver by the Lender of any immunities, defenses, or other limitations on liability to which the Lender is entitled by law, including but not limited to the maximum monetary limits on liability established by Minn. Stat. § Chapter 466.

IN WITNESS WHEREOF, the Lender has caused this Loan Agreement to be duly executed in its name and behalf and the Borrower has caused this Loan Agreement to be duly executed in its name and behalf as of the date first above written.

Grand Rapids Economic Development Authority

By _____

Its _____

By _____

Its _____

ASV Holdings, Inc.

By _____

Its _____

By _____

Its _____

EXHIBIT A
Legal Description of Development Property

EXHIBIT B
Equipment List

EXHIBIT C
Grant Contract Agreement



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 8, 2022

AGENDA ITEM: Consider approval of an agreement to subordinate a SCDP residential rehabilitation loan mortgage on real property owned by Patricia Kampa.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

The City recorded a real estate mortgage on property owned by Patricia Kampa for a SCDP Residential Loan on February 12, 2021. Ms. Kampa is refinancing her home through Woodland Bank who is requesting that the City subordinate their loan.

Staff has reviewed this request and it is permitted under the *Small Cities Development Program Commercial and Residential Rehabilitation Loan Program Policy*.

REQUESTED COUNCIL ACTION:

Make a motion to approve an agreement to subordinate a SCDP residential rehabilitation loan mortgage on real property owned by Patricia Kampa.

(Top 3 inches reserved for recording data)

SUBORDINATION AGREEMENT
by Business Entity

DATE: _____, 2022

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

See attached Exhibit A

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

which is evidenced by a **Mortgage** dated **December, 14, 2018**, and recorded on **February 12, 2021**, as Document Number **A000749146**, in the Office of the County Recorder of **Itasca** County, Minnesota, to a subsequent lien evidenced by a **Mortgage** from **Patricia J. Kampa, a single person**, to **Woodland Bank**, in an amount not to exceed **\$92,000.00** and recorded on _____, 2022, as Document Number _____, 2022, in the Office of the County Recorder of **Itasca** County, Minnesota.

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

City of Grand Rapids

By: _____

Its: _____

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, **2022**, by _____ as
_____ of the **City of Grand Rapids, a public body corporate and politic of the State of
Minnesota.**

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

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

THIS INSTRUMENT WAS DRAFTED BY:
The Title Team
1200 S. Pokegama Avenue, ste 30
Grand Rapids, MN 55744

EXHIBIT A
LEGAL DESCRIPTION

Lot Nine (9) of Block Four (4), Clover First and Second Additions to Grand Rapids, according to the recorded plat thereof on file and of record in the office of the County Recorder, Itasca County, Minnesota.

Grand Rapids Fire Relief Association

2022 Schedule Form for Lump-Sum Pension Plans (SC-22)



Office of the State Auditor

Report created on 8/1/2022

Grand Rapids Fire Relief Association
2022 Schedule Form for Lump-Sum Pension Plans (Form SC-22)
Active Members

Annual benefit level in effect for 2022: \$6,500						2022		2023	
Name	Status	Birth Date	Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service	Yrs Of Service	Accrued Liability	Yrs Of Service	Accrued Liability
William Olson	Paid		09/12/2000	2		11	0		0
Robert Rima	Active		08/11/1987	0		35	227,500	36	234,000
Adam Kortekaas	Active		07/10/2001	12		20	105,702	21	114,317
Shawn Graeber	Active		01/15/2002	0		21	136,500	22	143,000
Jeff Ingle	Active		02/26/2002	91		13	68,706	14	76,211
John Linder	Active		01/13/2004	0		19	103,429	20	112,139
Andrew Horton	Active		10/25/2005	0		17	87,230	18	95,132
Chad Keetch	Active		05/01/2007	0		16	79,707	17	87,230
Bruce Baird	Active		08/12/2008	0		14	76,211	15	84,104
Tom Foss	Active		11/15/2010	0		12	61,574	13	68,706
Karl Gaalaas	Active		05/15/2012	0		11	48,688	12	54,708
Nate Morlan	Active		01/15/2013	24		8	36,472	9	42,262
Tony Clifton	Active		01/15/2013	37		7	28,354	8	33,377
Chad Troumbly	Active		01/29/2013	0		10	48,366	11	54,799
Will Richter	Active		06/09/2014	36		6	25,784	7	30,983
Jake Barsness	Active		07/28/2014	0		8	36,472	9	42,262
Lance Kuschel	Active		03/03/2015	0		8	36,472	9	42,262
William Thayer	Active		11/10/2015	0		7	30,983	8	36,472
Heath Smith	Active		08/01/2016	0		6	25,784	7	30,983
Jeff Cook	Active		04/11/2017	0		6	24,304	7	29,205
Sean Martinson	Active		06/13/2017	0		6	25,784	7	30,983
Ashley Moran	Active		06/13/2017	0		6	25,784	7	30,983
Connor Grigsby	Active		08/29/2017	0		5	16,467	6	20,354
Jeremy Gambill	Active		04/09/2018	0		5	20,861	6	25,784
Paul Martinetto	Active		04/09/2018	0		5	20,861	6	25,784
Cody Hauke	Active		10/09/2018	0		4	13,174	5	16,962
Sam Karkela	Active		05/28/2019	0		4	15,730	5	20,253
Patrick Flaherty	Active		07/14/2020	0		2	6,988	3	10,797
Kevin Kubeczko	Active		07/14/2020	0		2	7,636	3	11,798

Grand Rapids Fire Relief Association

2022 Schedule Form for Lump-Sum Pension Plans (Form SC-22)

Active Members

Annual benefit level in effect for 2022: \$6,500						2022		2023	
Name	Status	Birth Date	Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service	Yrs Of Service	Accrued Liability	Yrs Of Service	Accrued Liability
Matt Arford	Active		02/15/2022	0		1	3,599	2	7,414
Jaime Turnbull	Active		02/15/2022	0		1	3,707	2	7,636

Grand Rapids Fire Relief Association
2022 Schedule Form for Lump-Sum Pension Plans (Form SC-22)
Deferred Members

	Birth Date	Yrs Of Service		Deferred Interest Paid	Interest Period	Leaves Of Absence	
	Entry Date	Benefit Level	Vesting Min Yrs Required	Interest Option		Member Status Name	
Name	Separation Date	Vesting Percent	Return To Service	Months Of Service Paid	Liability Curr	Liability Next	
Albert Morse		20 Years 8 Months		Yes	FullPeriod	0 Months	
	06/11/1994	5,000	10 Years	Board set ROR up to 5%		Deferred	
	03/03/2015	100 %	No	Yes	151,438	159,010	
	Rate of Return	2015: 5.00 %	2016: 5.00 %	2017: 5.00 %	2018: 5.00 %	2019: 5.00 %	2020: 5.00 %
		2021: 5.00 %	2022: 5.00 %				
Amanda MacDonell		11 Years 1 Months		Yes	FullMonths	0 Months	
	10/11/2006	5,500	10 Years	Separate Vehicle		Deferred	
	12/01/2017	64 %	No	Yes	48,836	51,278	
	Rate of Return						
Bryan Zuehlke		18 Years 0 Months		Yes	FullMonths	0 Months	
	01/09/2001	5,500	10 Years	Separate Vehicle		Deferred	
	01/31/2019	92 %	No	Yes	107,209	112,569	
	Rate of Return						
David Protelsch		12 Years 9 Months		No		18 Months	
	02/27/2001	5,000	10 Years			Deferred	
	05/27/2015	68 %	No	Yes	43,350	43,350	
	Rate of Return						
Jason Hoerler		11 Years 0 Months		Yes	FullMonths	0 Months	
	08/15/2006	5,500	10 Years	Separate Vehicle		Deferred	
	08/31/2017	64 %	No	Yes	50,444	52,966	
	Rate of Return						
Jeremiah Puelston		12 Years 5 Months		Yes	FullMonths	5 Months	
	10/25/2005	5,500	10 Years	Separate Vehicle		Deferred	
	09/11/2018	68 %	No	Yes	58,239	61,151	
	Rate of Return						
Josh Adler		10 Years 0 Months		Yes	FullMonths	0 Months	
	01/01/2011	5,500	10 Years	Separate Vehicle		Deferred	
	01/02/2021	60 %	No	Yes	29,889	31,383	
	Rate of Return						

Grand Rapids Fire Relief Association

2022 Schedule Form for Lump-Sum Pension Plans (Form SC-22)

Deferred Members

	Birth Date	Yrs Of Service		Deferred Interest Paid	Interest Period	Leaves Of Absence
	Entry Date	Benefit Level	Vesting Min Yrs Required	Interest Option		Member Status Name
Name	Separation Date	Vesting Percent	Return To Service	Months Of Service Paid	Liability Curr	Liability Next
Michael Liebel		20 Years 0 Months		Yes	FullMonths	
	09/14/1998	5,500	10 Years	Separate Vehicle		Deferred
	09/30/2018	100 %	No	Yes	138,301	145,216
	Rate of Return					
Robert Kuschel		20 Years 0 Months		Yes	FullMonths	6 Months
	07/10/2001	6,500	10 Years	Separate Vehicle		Deferred
	02/08/2022	100 %	No	Yes	116,262	122,075
	Rate of Return					
Tony McInerney		10 Years 0 Months		No		0 Months
	01/13/2003	5,000	10 Years			Deferred
	01/13/2013	60 %	No	Yes	30,000	30,000
	Rate of Return					
Travis Cole		11 Years 6 Months		Yes	FullMonths	0 Months
	08/12/2008	5,500	10 Years	Separate Vehicle		Deferred
	03/01/2020	64 %	No	Yes	45,671	47,955
	Rate of Return					

Grand Rapids Fire Relief Association

2022 Schedule Form for Lump-Sum Pension Plans (Form SC-22)

Unpaid Installments

Name	Member Status	Birth Date	Entry Date	Separation Date	Amount Previously Paid	2022 Estimated Liability	2023 Estimated Liability
------	---------------	------------	------------	-----------------	------------------------	--------------------------	--------------------------

No Unpaid Installments

Grand Rapids Fire Relief Association
2022 Schedule Form for Lump-Sum Pension Plans (Form SC-22)
Financial Projections

Calculation of Normal Cost	2022	2023		
Total Active Member Liabilities	1,448,829	1,620,900		
Total Deferred Member Liabilities	819,639	856,953		
Total Unpaid Installments	0	0		
Grand Total Special Fund Liability	A. 2,268,468	B. 2,477,853		
Normal Cost (Cell B - Cell A)		C. 209,385		
Projection of Net Assets for Year Ending December 31, 2022				
Special Fund Assets at December 31, 2021 (FIRE-21 ending assets)			1.	3,647,570
Projected Income for 2022				
Fire State Aid		D. 118,495		
Supplemental State Aid (actual 2021 supplemental state aid)		E. 24,896		
Municipal / Independent Fire Dept. Contributions		F. 5,000		
Interest / Dividends		G. 78,077		
Appreciation / (Depreciation)		H. (594,353)		
Member Dues		I. 0		
Other Revenues		J. 0		
Total Projected Income for 2022 (Add Lines D through J)			2.	(367,885)
Projected Expenses for 2022				
Service Pensions		K. 164,367		
Member Names: James Gibeau	88,167			
Mark Greiner	40,000			
William Olson	36,200			
Other Benefits		L. 0		
Administrative Expenses		M. 12,971		
Total Projected Expenses for 2022 (Add Lines K through M)			3.	177,338
Projected Net Assets at December 31, 2022 (Line 1 + Line 2 - Line 3)			4.	3,102,347
Projection of Surplus or (Deficit) as of December 31, 2022				
Projected Assets (Line 4)			5.	3,102,347
2022 Accrued Liability (Page 4, cell A)			6.	2,268,468
Surplus or (Deficit) (Line 5 - Line 6)			7.	833,879

Grand Rapids Fire Relief Association

2022 Schedule Form for Lump-Sum Pension Plans (Form SC-22)

Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2021	Original Amount	Amount Retired as of 12/31/2022	Amount Left to Retire 1/1/2023
2013	0	0	0	0	0
2014	0	0	0	0	0
2015	0	0	0	0	0
2016	0	0	0	0	0
2017	0	0	0	0	0
2018	0	0	0	0	0
2019	0	0	0	0	0
2020	0	0	0	0	0
2021	0	0	0	0	0
2022	0	0	0	0	0
Totals	0	0	0	0	0

Normal Cost		8.	209,385
2021 Administrative Expense (FIRE-21)	2021	9.	12,532
2022 Projected Administrative Expense	2022		12,971
Amortization of Deficit (Total of Original Amount X 0.10)		10.	0
10% of Surplus		11.	83,388
Fire and Supplemental Aid		12.	143,391
Member Dues		13.	0
5% of Projected Assets at December 31st, 2022		14.	155,117
Required Contribution		15.	0

Grand Rapids Fire Relief Association

2022 Schedule Form for Lump-Sum Pension Plans (Form SC-22)

2022 Maximum Benefit Worksheet

	A	B	C	D	E
	Fire State Aid and Supplemental State Aid	Municipal Contribution	10% of Surplus	Active Members in Relief Association	Per Year Average [(A+B+C)/D]
	From (FIRE-21)	From (FIRE-21)	From (SC-21)	From (FIRE-21)	
2021	143,391	5,000	135,326	30	9,457
	From (FIRE-20)	From (FIRE-20)	From (SC-20)	From (FIRE-20)	
2020	137,585	5,000	113,335	31	8,255
	From (FIRE-19)	From (FIRE-19)	From (SC-19)	From (FIRE-19)	
2019	131,658	5,000	75,255	29	7,307

Average available financing per active member for the most recent 3-year period: **8,340.00**

Maximum Lump Sum Benefit Level under Minn. Stat. § 424A.02, subd. 3 **15,000.00**

Grand Rapids Fire Relief Association

2022 Schedule Form for Lump-Sum Pension Plans (Form SC-22)

To be eligible for fire state aid this Schedule Form must be fully completed, certified by the relief association officers, forwarded to the municipal clerk/independent secretary on or before August 1, 2022, and submitted to the Office of the State Auditor.

Relief Association Officer Certification

I have obtained a copy of the schedule form with Confirmation Id 5ff5fe6d-c5a9-4a99-a981-1826a9ed2e58 displayed in the lower left corner of each page.

We, the officers of the Grand Rapids Fire Relief Association certify that this Schedule Form was prepared under Minn. Stat. § 424A.092 and that:

- 1) The annual benefit level of \$6,500 per year of service was established according to the average amount of available financing;
- 2) We understand that this form shows that the Relief Association has a projected SURPLUS of \$833,879 and a projected funding ratio of 136.76 percent;
- 3) The required 2023 contribution is \$0 based on the financial requirements of the Relief Association's Special Fund for the 2022 calendar year;
- 4) The Maximum Benefit Worksheet (MBW) portion of this form shows that the Relief Association's maximum allowable benefit level for 2022 is \$15,000;
- 5) We understand that the Relief Association cannot establish a benefit level that exceeds this statutory maximum. We understand that municipal or independent nonprofit firefighting corporation board approval may be required for a benefit increase; and
- 6) On or before August 1, the average amount of available financing per active member for the most recent three-year period was calculated on the MBW portion of this form in accordance with Minn. Stat. § 424A.02, subd. 3.

7c4a3a80-6169-4364-94a0-0e3010403150	Lance	Kuschel	07/28/2022
Signature of President	First Name	Last Name	Date
352fd33d-f241-486a-9dae-3a126c98efc9	Jake	Barsness	07/28/2022
Signature of Secretary	First Name	Last Name	Date
6fb623cf-22b0-432d-a101-561508da85e6	William	Richter	07/28/2022
Signature of Treasurer	First Name	Last Name	Date

Municipal Clerk / Independent Secretary Certification*

I received the completed Schedule Form from the Grand Rapids Fire Relief Association with Confirmation Id 5ff5fe6d-c5a9-4a99-a981-1826a9ed2e58 displayed in the lower left corner of each page.

I have reviewed Line 15 of the Schedule Form. If Line 15 shows a required contribution, I certify that I will advise the governing municipal body or the independent nonprofit firefighting corporation of any required contribution at its next regularly scheduled meeting.

6fb08435-b793-4648-9667-39f1e714d66d	Laura	Pfeifer	07/28/2022
Signature of Municipal Clerk / Secretary of independent nonprofit firefighting corporation	First Name	Last Name	Date

* See the form instructions for additional information about certification requirements.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22, 2022

AGENDA ITEM: Consider accepting the Fire Relief Association Schedule Form for Lump-Sum Pension reporting Year 2022, 2021 Financial Statements and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

PREPARED BY: Barb Baird

BACKGROUND:

Minnesota State Statute 69.772 requires the officers of the Fire Relief to certify the financial requirements of the Relief Association and minimum obligation of the City with respect to the Special pension fund.

Attached is the schedule Form for Lump-Sum Pension Reporting Year 2022 shows the plan liabilities and the required municipal contribution for 2023. The Fire Relief Association is requesting approval for the payment of the budgeted elective contribution of \$5,000. The 2021 Financial Report is on file for your review in the City Finance Department.

REQUESTED COUNCIL ACTION:

Make a motion accepting the Fire Relief Association Schedule Form for Lump-Sum Pension reporting Year 2022, 2021 Financial Statements and authorize the budgeted \$5,000 contribution to the Fire Relief Association.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 8, 2022

AGENDA ITEM: Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check

PREPARED BY: Laura Pfeifer

BACKGROUND:

Accounts payable check #150054 issued to Fastenal Company on June 28, 2022 for \$235.82 is lost. A representative from Fastenal Company has completed an Affidavit of Lost Check for the lost check.

REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable check #150054, issue a new check and waive bond requirements for the check issued to Fastenal Company in the amount of \$235.82.

AFFIDAVIT

STATE OF) Minnesota

) SS

COUNTY OF) Itasca

FASTENAL COMPANY, being first duly sworn on oath, states that he/she resides at **PO BOX 1286, WINONA, MN, 55987-1286** and that he/she is the payee named in a check number **150054**, issued to **FASTENAL COMPANY**, drawn by **CITY OF GRAND RAPIDS** dated **6/28/2022**, for the sum of **\$235.82**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

LOST IN MAIL

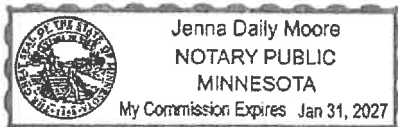
I am making this Affidavit in conjunction with my request that the **CITY OF GRAND RAPIDS** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED Jenna Daily Moore

Subscribed and sworn to before me

This 3 day of August, 2022

Jenna Daily Moore
Notary Public



Dear Capt Kevin Ott

This letter is meant to serve as a formal notice of resignation. I will be terminating my employment with the Grand Rapids Police Department as of August 4th 2022.

I have had nothing but a positive experience working as a security officer with the City Of Grand Rapids and Grand Itasca Clinic and Hospital. Unfortunately, I no longer have the time to invest in the Grand Rapids Police Department and I feel like it would be best if I moved on. I appreciate the opportunity you presented to me and I am sincerely grateful for everything you have done.

Thank you for giving me a chance. I wish you and the other officers of the Grand Rapids Police Department nothing but the best.

Regards,

Matthew Moen



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 8/8/2022

AGENDA ITEM: Consider the resignation of Matthew Moen from Hospital Security.

PREPARED BY: Kevin Ott

BACKGROUND:

Matthew Moen has been employed as a Hospital Security Officer since 7/31/2019. On 8/31/2021, he changed his employment status from full-time to part-time. His last day of employment was 8/3/2022.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation of Matthew Moen from Hospital Security effective 8/3/2022.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 8/8/2022

AGENDA ITEM: Consider the appointment of Sebastian Holmberg to full-time Hospital Security Officer.

PREPARED BY: Kevin Ott

BACKGROUND:

Sebastian Holmberg was hired as a part-time Hospital Security Officer on April 11, 2022. During his time as a part-time Hospital Security Officer he has built solid relationships with Grand Itasca staff members and Police Department members. Mr. Holmberg has also been flexible with part-time shifts and has filled multiple shifts in a short amount of time since being hired as a part-time Security Officer. Mr. Holmberg is also a current member of the Minnesota Army National Guard. This full-time position is available as a result of Robert Sanders moving from a full-time position to a part-time position effective on August 19, 2022.

REQUESTED COUNCIL ACTION:

Make a motion to change the status of Sebastian Holmberg from part-time Hospital Security Officer to full-time Hospital Security Officer effective August 21, 2022.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 8, 2022

AGENDA ITEM: Consider appointing additional election judge for 2022 elections.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The City of Grand Rapids conducts voting outreach for Health Care Facilities as required by the State of Minnesota. In needing to maintain party balance, we saw a need to hire a judge to serve in this capacity.

Election judges for City of Grand Rapids 2020 elections were paid at the rate of \$16.00 & \$15.00 per hour, for Head Judge and Election Judge, respectively. We would like to confirm the pay rate for 2022.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Rebecca Maunu as election judge, beginning July 25, 2022 and confirm election judge pay rate as stated.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 8, 2022

AGENDA ITEM: Consider adopting a resolution urging Governor Walz to call for a special session of its lawmakers.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Minnesota has critical infrastructure needs and the 2022 legislative session ended without passing a tax bill.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution urging Governor Walz to call for a special session of its lawmakers.

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

RESOLUTION CALLING FOR SPECIAL LEGISLATIVE SESSION

RESOLUTION 22-

WHEREAS, the people of Minnesota have critical infrastructure needs, including the replacement and upgrade of aging drinking water systems, sewage treatment, roads, and bridges that cannot be delayed, and

WHEREAS, without additional funding through a bonding bill, cities will have to drastically raise water rates or taxes on residents and business to pay for necessary infrastructure projects made even more expensive due to inflation, and

WHEREAS, the Minnesota Legislature failed to pass a bonding bill in the 2022 legislative session, and

WHEREAS, the City of Grand Rapids, due to inflationary costs requires an increase in the amount of local sales and use tax it can collect for the IRA Civic Center project, and

WHEREAS, Local Government Aid (LGA) is an essential aid program to Minnesota cities, helping to restrain local property taxes, and

WHEREAS, the LGA appropriation has not kept up with city needs and inflation, making it more difficult for cities to provide the public safety, core infrastructure, libraries, and other services without imposing significant property tax increases or service cuts, and

WHEREAS, the Legislature failed to pass a tax bill in the 2022 legislative session that would have increased the LGA appropriation, and

WHEREAS, the state of Minnesota has a multi-billion-dollar budget surplus, and

WHEREAS, additional funds are required to match millions of dollars in available federal funds;

BE IT RESOLVED that the City Council of Grand Rapids, Minnesota urges through this Resolution to Governor Walz to declare a special session and to its lawmakers to work in a bipartisan way to pass a bonding bill and a tax bill that includes an LGA increase; and

BE IT FURTHER RESOLVED that this resolution be transmitted to Representative Spencer Igo and Senator Justin Eichorn, Speaker of the House Melissa Hortman, Senate Majority Leader Jeremy Miller, House Minority Leader Kurt Daudt, Senate Minority Leader Melissa López Franzen, and Governor Tim Walz.

Adopted by the Council this 8th day of August, 2022.

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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

August 1 2022

To;

Grand Rapids City Council.

Chief Travis Cole.

Please consider this letter as my official notice of retirement.

I will be retiring on August 31st. 2022 at 2400 hours after 35 years.

I would like to thank the City of Grand Rapids for giving me the opportunity of serving the City and surrounding residents.

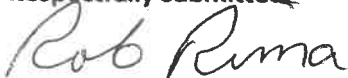
I have had some great experiences, met some great people as well as being able to be part of replacing trucks and equipment, taking trips to truck manufacturing facilities and attending training classes.

It has been an amazing time and although there were some difficult times, I wouldn't change anything.

I wish the leadership and the department continued success.

Thank you.

Respectfully submitted,





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 08/8/2022

AGENDA ITEM: Consider accepting the retirement of Robert Rima from the Grand Rapids Fire Department.

PREPARED BY: Travis Cole

BACKGROUND:

Robert (Rob) Rima has submitted his notice of retirement from the Grand Rapids Fire Department and his Fire Mechanic position effective August 31, 2022. Rob was hired as a Firefighter on August 11, 1987. During his career with the GRFD, Rob also worked in the capacity of the Fire Mechanic for the fire department. Rob has been outstanding with his quality of work, job knowledge, initiative, and dependability. Rob dedicated 35 years of service to the Fire Department and to the City. Rob has set the bar high, as he is now the longest serving member the City of Grand Rapids Fire Department has ever had.

In his letter, Rob thanked the City for giving him the opportunity to serve the City and surrounding residents, and said it has been an amazing time and although there were some difficult times, he wouldn't change anything and wished the leadership and department continued success.

On behalf of the City of Grand Rapids, we would like to thank Rob for his sacrifices and selflessness and wish him the very best as he retires from the GRFD.

We would like to fill the vacancy of Fire Mechanic; therefore, we are proposing the following timeline:

- | | |
|--------------------------------|--------------------------------|
| August 8th, 2022 | Post internally |
| August 15 th , 2022 | Letter of Interest Due |
| August 16 th , 2022 | Interviews |
| August 22 nd , 2022 | Recommendation to City Council |

September 1st, 2022

Start date

REQUESTED COUNCIL ACTION:

Make a motion to accept the retirement of Robert Rima from the Firefighter position and Fire Mechanic with the Grand Rapids Fire Department effective August 31, 2022 and authorize City staff to begin the process of filling the vacancy of Fire Mechanic.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 8, 2022

AGENDA ITEM: Consider appointment of applicant to the Police Community Advisory Board.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The Police Community Advisory Board has two vacancies and we have received one application from Jillian Buck. Councilor Connelly has contacted applicant and is recommending appointment.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Jillian Buck to the Police Community Advisory Board, term to expire December 31, 2024.