



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

**CITY COUNCIL MEETING AGENDA**  
**Monday, June 22, 2026**  
**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, June 22, 2026 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**POSITIVE HAPPENINGS IN THE CITY:**

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

1. Approve minutes for Monday, June 8, 2026 Worksession and Regular meetings.

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period June 2, 2026 to June 15, 2026 in the total amount of \$245,262.13.

**CONSENT AGENDA:**

3. Consider approving agreements with Brothers Burn Mountain Band, Arena and The Dweebs for musical performances at 2026 Tall Timber Days event
4. Consider adopting a resolution governing write-in vote counting.
5. Consider adopting a resolution supporting the use of tax increment financing for a rental housing development project
6. Consider updates to seasonal employment at Pokegama Golf Course.
7. Consider adopting resolution approving LG230 Application for Off-Site Gambling for Loyal Order of Moose Lodge 2023
8. Consider entering into an updated memorandum of understanding for the outdoor activities complex at the Itasca County Family YMCA
9. Consider entering into an agreement with SEH for the Taxiway A (North) Reconstruction – Phase 2 Project for Construction Administration services.

10. Consider adopting a resolution accepting a \$18,250 donation from The Fraternal Order of Eagles – Grand Rapids Aerie 2469 to the Grand Rapids Fire Department Relief Association General Fund.
11. Motion to authorize staff to solicit quotes for janitorial services for City Hall, Old Central School, and the Grand Rapids Area Library for the period of August 1, 2026, through December 31, 2028, and return to the City Council with a recommended service agreement for consideration
12. Consider adopting a resolution awarding a contract at the Grand Rapids / Itasca County Airport for AP 2026-1 Taxiway A (North) Reconstruction Project-Phase 2 to Hawkinson Construction.
13. Consider adopting a resolution awarding a contract at the Grand Rapids / Itasca County Airport for the Snow Removal Equipment project to McCoy Construction & Forestry of Grand Rapids, MN.
14. Consider adopting a resolution awarding a contract at the Grand Rapids / Itasca County Airport for AP 2027-2 Taxilane Extension to Hawkinson Construction Co.
15. Consider adopting a resolution supporting a proposal by the Itasca County HRA for the Waters Edge Housing Project.

SET REGULAR AGENDA:

ADMINISTRATION:

16. Consider retirement of Sherrie Lundquist effective August 5, 2026.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JULY 13, 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: Aurimy Groom, Administrative Assistant



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**CITY COUNCIL WORKSESSION MINUTES**

**Monday, June 08, 2026**

**4:30 PM**

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

**ROLL CALL:**

**PRESENT:** Mayor Tasha Connelly, Councilor Rick Blake, Councilor Dan Mertes

**ABSENT:** Councilor Molly MacGregor, Councilor Tom Sutherland

**STAFF:** Kimberly Gibeau, Chad Sterle, Andy Morgan

**BUSINESS:**

1. Tourism Annual Report - Megan Christianson, Visit Grand Rapids

Megan Christiansen presented annual report for Visit Grand Rapids, including changes to website, tourism statistics, new employees, etc.

**REVIEW OF REGULAR AGENDA:**

Upon review, no changes or additions are noted.

**ADJOURN:**

There being no further business, the meeting adjourned at 4:54 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



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## CITY COUNCIL MEETING MINUTES

Monday, June 08, 2026

5:00 PM

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

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

Staff: Chad Sterle, Kimberly Gibeau, Carl Babich, Rob Mattei, Will Richter, Travis Cole, Andy Morgan, Jeremy Nelson

Visitors: Linda Harringer, Renee Ducharme

### POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly reviewed letters of appreciation received recognizing the efforts of the Grand Rapids Fire Department, noting that several firefighters were deployed to assist with emergency response efforts in Cross Lake and Two Harbors through a mutual aid agreement. The community was reminded that the city will be reimbursed by the state for providing this assistance. Appreciation was expressed for the firefighters' professionalism, dedication, and commitment to public safety.

Also acknowledged was the success of the Grand Rapids boys baseball team, which earned a trip to the state tournament after winning the Section 7AA championship. The team was praised for consistently representing the community with pride and bringing recognition to rural Minnesota. Best wishes were extended to the players as they prepared to compete in their first state tournament game in Chaska.

### PUBLIC FORUM:

No one from the public wished to speak.

### COUNCIL REPORTS:

Councilor Blake reported on several recent regional and transportation-related meetings. Attended a Minnesota Department of Transportation Rules Advisory Council meeting, where discussions focused on bike lane rules and specifications for state-aid routes, a topic expected to continue at future meetings. Councilor Blake also attended a RAMS meeting on May 28, where a presentation was given by Denise Dietrich, Director of Government Relations for the Minnesota School Boards Association, regarding a proposed amendment to Minnesota's Permanent School Trust Fund. Noted that a legislative update was presented by Jeff Anderson of the Austin Group, particularly emphasizing the passage of Minnesota's \$1.24 billion bonding bill.

### APPROVAL OF MINUTES:

1. Approve Council minutes for May 26, 2026 Regular meeting and May 26, 2026 Closed meeting summary.

Motion made by Councilor Mertes, Seconded by Councilor Blake to approve the Council minutes as presented. Voting Yea: Mayor Connelly, Councilor Blake, Councilor Mertes

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period May 19, 2026 to June 1, 2026 in the total amount of \$423,659.64.

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

**CONSENT AGENDA:**

3. Consider approving temporary liquor licenses for MacRostie Art Center for 2026 First Friday events.
4. Consider adopting a resolution accepting a MN Department of IRRR Public Works grant for sewer and water service improvements at Garden Court Chateau and authorizing grant contract signatures.

**Adopted Resolution 26-25**

5. Consider adopting a resolution accepting a MN Department of IRRR Demolition grant related to improvements at the Itasca Curling Club and authorizing grant contract signatures.

**Adopted Resolution 26-26**

6. Consider adopting a resolution accepting a MN Department of IRRR Housing grant for demolition and site improvements at the former ISD 318 Administration Building site and authorizing grant contract signatures.

**Adopted Resolution 26-27**

7. Make a motion to authorize the Grand Rapids Police Department to accept \$1483.93 from the FY2025 Patrick Leahy Bulletproof vest Program and to adopt a resolution accepting the same.

**Adopted Resolution 26-28**

8. Consider adopting a resolution appointing election judges for 2026 elections.

**Adopted Resolution 26-29**

9. Consider entering into an agreement with Bolton & Menk for the Block 19 Improvements Project
10. Consider Resolution Agreement for Eligible 457 Plan with Orion Portfolio Solutions.

**Adopted Resolution 26-30**

11. Consider updates to seasonal employment at Pokegama Golf Course, Public Works, and Civic Center/Parks & Recreation.

12. Consider the adoption of a resolution authorizing the issuance of a taxable general obligation tax abatement bond, series 2026A, in the amount of \$420,000, in favor of the Department of Employment and Economic Development.

**Adopted Resolution 26-31**

13. Consider entering into an agreement with Becher Hoppe for engineering services related to the Taxiway A – Phase 2 project at the Grand Rapids-Itasca County Airport
14. Consider adopting resolutions approving LG230 Applications for Off-Site Gambling for Loyal Order of Moose Lodge 2023

**Adopted Resolutions 26-32, 26-33 and 26-34**

15. Consider adopting a resolution approving an operating transfer from the Capital Projects fund-2025 Infrastructure Bonds to the Capital Projects Fund-Grand Rapids Arts & Culture Projects.

**Adopted Resolution 26-35**

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

**Adopted Resolution 26-36**

17. Consider adopting a resolution approving an operating transfer from the Special Revenue Fund-Airport Operations to the Airport Capital Improvement Projects Fund.

**Adopted Resolution 26-37**

18. Consider adopting a resolution authorizing the 2025 budgeted operating transfers.

**Adopted Resolution 26-38**

19. Consider policy revisions to City of Grand Rapids Personnel Policies, Article XI - Benefits, Section 11.06, Health Care Savings Plan (HCSP).

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

**SET REGULAR AGENDA:**

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

**FIRE:**

20. Consider adopting a resolution accepting a \$100 from Ronald and Debra Meyer to the Grand Rapids Fire Department's Public Safety Education Fund.

Motion made by Councilor Mertes, Seconded by Councilor Blake to **adopt Resolution 26-39**, accepting donation from Ronald and Debra Meyer for the Fire Department. Voting Yea: Mayor Connelly, Councilor Blake, Councilor Mertes

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

- 21. Conduct a public hearing to consider vacating a portion of public infrastructure easement within the Crowder Addition.

Zoning Administrator Will Richter provided background on vacation request and recommendation by the Planning Commission for approval.

Mayor Connelly stated the purpose for the public hearing and acknowledged that all notices have been made and no correspondence has been received regarding this matter.

Motion made by Councilor Mertes, Seconded by Councilor Blake to open the public hearing. Voting Yea: Mayor Connelly, Councilor Blake, Councilor Mertes

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

Motion made by Councilor Blake, Seconded by Councilor Mertes to close the public hearing. Voting Yea: Mayor Connelly, Councilor Blake, Councilor Mertes

COMMUNITY DEVELOPMENT:

- 22. Consider the adoption of a resolution vacating a portion of public easement within the Crowder Addition to Grand Rapids.

Motion made by Councilor Mertes, Seconded by Councilor Blake to **adopt Resolution 26-40**, vacating a portion of public easement with the Crowder Addition to Grand Rapids as presented. Voting Yea: Mayor Connelly, Councilor Blake, Councilor Mertes

There being no further business, the meeting adjourned at 5:21 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk

## Summary Report

<b>VENDOR NAME/INVOICE #</b>	<b>AMOUNT</b>
218 TREE SERVICE LLC	\$ 5,475.00
5 STAR PEST CONTROL &	\$ 300.00
A&B MISHAPS	\$ 307.34
ACHESON TIRE INC	\$ 1,049.76
ARENA WAREHOUSE, LLC	\$ 2,333.80
BEACON ATHLETICS LLC	\$ 295.00
BOBCAT OF DULUTH INC	\$ 238.82
BOLTON & MENK, INC	\$ 1,500.00
BRAUN INTERTEC CORPORATION	\$ 8,356.00
BURGGRAF'S ACE HARDWARE	\$ 320.02
CARQUEST AUTO PARTS	\$ 852.67
CASPER CONSTRUCTION INC	\$ 165.00
COLE HARDWARE INC	\$ 271.81
DAVIS OIL INC	\$ 1,185.05
DEAN DONEY	\$ 1,200.00
DULUTH NEWS TRIBUNE	\$ 380.89
EARL F ANDERSEN	\$ 554.95
EMERGENCY APPARATUS	\$ 2,011.33
FASTENAL COMPANY	\$ 1,714.82
FERGUSON WOLSELEY IND GROUP	\$ 100.00
FINANCE AND COMMERCE INC	\$ 886.08
GARTNER REFRIGERATION CO	\$ 4,668.28
GFL ENVIRONMENTAL SVCS USA LLC	\$ 124.95
GOVCONNECTION INC	\$ 1,347.77
GRAND RAPIDS HERALD REVIEW	\$ 1,124.14
GUARDIAN PEST SOLUTIONS, INC	\$ 142.00
HAWKINSON CONSTRUCTION CO INC	\$ 6,012.00
HAWKINSON SAND & GRAVEL	\$ 1,142.63
ITASCA COUNTY HISTORICAL	\$ 11,300.00
JT SERVICES	\$ 27,300.00
L&M SUPPLY	\$ 286.95
LAKE SUPERIOR CUTTING EDGE LLC	\$ 400.00
LEASE LANDSCAPING INC	\$ 3,911.76
MADDEN GALANTER HANSEN LLP	\$ 611.00
MCCOY CONSTRUCTION & FORESTRY	\$ 249.78
MES SERVICE COMPANY, LLC	\$ 1,375.58
MINUTEMAN PRESS	\$ 411.08
MOMENTUM ADVOCACY LLP	\$ 2,200.00
NASCAR TOWING LLC	\$ 679.60

Summary Report

NORTH MEMORIAL HEALTH CARE	\$	630.00
NORTHLAND PORTABLES	\$	1,660.00
PUBLIC UTILITIES COMMISSION	\$	2,200.00
RICHARD F RYSAVY	\$	60.00
SANDSTROM'S INC	\$	549.22
SEH - GRAND RAPIDS	\$	35,361.16
SHERWIN-WILLIAMS	\$	239.80
SHI INTERNATIONAL CORP	\$	10,711.85
TIMECLOCK PLUS LLC	\$	36.00
TROUT ENTERPRISES INC	\$	1,316.00
TRUNORTH PRODUCTIONS LLC	\$	200.00
VESTIS GROUP, INC	\$	183.55
WW THOMPSON CONCRETE PRODUCTS	\$	532.74
YODER BUILDING SUPPLIES INC	\$	107.88

**TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$ 146,574.06**

**CHECKS ISSUED/PRIOR APPROVAL:**

AMAZON CAPITAL SERVICES	1HWR-6YDC-V443	\$	167.38
AMAZON CAPITAL SERVICES	1T4X-VFDR-JRTJ	\$	21.95
AMAZON CAPITAL SERVICES	1DGX-RNMG-NFLL	\$	52.92
AT&T MOBILITY	27590971	\$	2,514.63
BAILY LAMOUNTAIN	060826-L	\$	50.00
BAILY LAMOUNTAIN	061526-L	\$	50.00
CAITLYN COONS	060826-L	\$	50.00
CANON FINANCIAL SERVICES, INC	43357845/June	\$	62.01
CENTURYLINK QC	334015245/Jun26	\$	66.00
CENTURYLINK QC	333931501/Jun26	\$	127.00
CENTURYLINK QC	334014654/Jun26	\$	66.00
CHAD KEECH	051626	\$	34.45
CITY OF COHASSET	10065102/May26-G	\$	138.48
DOMINIC DEGUISEPPI	051826	\$	15.78
EMILY LINDNER	060826-L	\$	175.00
ENTERPRISE FM TRUST	FBN5665159	\$	38,456.95
EPIC HOMES & RENOVATION	SWP25-028/REFUND	\$	500.00
FLOCK GROUP INC	ROW25-080/Refund	\$	500.00
FLOCK GROUP INC	ROW25-079/Refund	\$	500.00
FLOCK GROUP INC	ROW25-081/Refund	\$	500.00
FLOCK GROUP INC	ROW25-132/Refund	\$	500.00
HOLIDAY STATIONSTORES LLC	027901062600	\$	352.00
HUNTINGTON NATIONAL BANK, THE	2703367-G	\$	5,725.99

**CITY OF GRAND RAPIDS BILL LIST - June 22, 2026**

Item 2.

**Summary Report**

ICTV - Grand Rapids	COHASSET/1STQTR26/FEES	\$	5,553.99
ITASCA COUNTY RECORDER	A MOSTOLLER/CEM DEED	\$	46.00
ITASCA COUNTY RECORDER	R WOLBERT/CEM DEED	\$	46.00
ITASCA COUNTY RECORDER	R FUNERAL/R ALEXANDER/CEM I	\$	46.00
ITASCA COUNTY RECORDER	T&K CLAUSEN/CEM DEED	\$	46.00
JOHN E REID and ASSOCIATES INC	OUHE1NDA-0001	\$	655.00
LAKE COUNTRY POWER	8705029400/May26	\$	55.08
LOFFLER COMPANIES INC	5369637	\$	185.31
LOFFLER COMPANIES INC	42184589	\$	447.80
MARCO TECHNOLOGIES, LLC	583576061-L	\$	165.65
MARCO TECHNOLOGIES, LLC	INV15313382	\$	62.83
MARCO TECHNOLOGIES, LLC	INV15313383-G	\$	16.69
MARCO TECHNOLOGIES, LLC	INV15310787	\$	108.28
MINNESOTA ENERGY RESOURCES	0615241258-01/May26-A	\$	14.96
MINNESOTA ENERGY RESOURCES	0502552454-01/May26-A	\$	133.38
MINNESOTA ENERGY RESOURCES	0508787492-09/May26	\$	18.00
MINNESOTA ENERGY RESOURCES	0503250588-01/May26	\$	94.85
MINNESOTA MN IT SERVICES	DV26050435	\$	467.35
MN DEPT OF TRANSPORTATION	182463	\$	60.00
MN STATE RETIREMENT SYSTEM-GR	JULY 2026 CLERICAL HCSP	\$	2,088.00
NORTHERN CONTRACTING LLC	SWP26-010/REFUND	\$	500.00
NORTHERN CONTRACTING LLC	SWP26-008/REFUND	\$	500.00
NORTHERN STAR COOPERATIVE	160060/May26	\$	5,396.44
PAUL BUNYAN COMMUNICATIONS	8293800/Jun26-G	\$	157.64
PAUL BUNYAN COMMUNICATIONS	4026700/Jun26-L	\$	248.64
PAUL BUNYAN COMMUNICATIONS	4205000/Jun26-C	\$	77.42
PAUL BUNYAN COMMUNICATIONS	8798300/Jun26	\$	70.00
PAUL BUNYAN COMMUNICATIONS	6464100/Jun26	\$	1,181.61
PEC SOLUTIONS LLC	ROW25-094/Refund	\$	500.00
PUBLIC UTILITIES COMMISSION	PUC Kent/May26-E	\$	117.33
TASC - Grand Rapids	IN3728708 & IN3747942	\$	86.60
VISA	6170/FD/May26	\$	411.40
VISA	9403/May26	\$	2,032.08
VISIT GRAND RAPIDS INC	LDGTAX/MAR26	\$	23,558.10
WM CORPORATE SERVICES, INC	0134762-2808-8	\$	2,913.10

**TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$ 98,688.07**

**TOTAL ALL DEPARTMENTS: \$ 245,262.13**



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22, 2026

**AGENDA ITEM:** Consider approving agreements with Brothers Burn Mountain Band, Arena and The Dweebs for musical performances at 2026 Tall Timber Days event

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

The City's agreement with Tall Timber Days is to contract with the bands so that they fall under the City's insurance. Tall Timber Days then reimburses the City for the cost of the bands. Attached are contracts for three bands for performances at Tall Timber Days. Payment details listed below:

- Brothers Burn Mountain Band - \$1,000.00 to be paid day of performance
- Arena - \$2,400.00 (less \$1,000.00 pre-paid deposit) to be paid day of performance
- The Dweebs \$6,500.00 (less \$900.00 pre-paid deposit) to be paid day of performance

### REQUESTED COUNCIL ACTION:

Make a motion to approve agreements with Brothers Burn Mountain Band, Arena and The Dweebs bands for 2026 Tall Timber Days performances and authorize payment as presented.

**MUSIC PERFORMANCE CONTRACT**

THIS CONTRACT (the "Agreement") made and entered into this 20<sup>th</sup> day of May, 2026 (the "Execution Date"),

**BETWEEN:**

The City of Grand Rapids of Grand Rapids, MN  
(the "Client")

**OF THE FIRST PART**

- AND -

Jesse Dermody

- AND -

Ryan Dermody  
(individually and collectively known as the "Performer")

**OF THE SECOND PART**

**BACKGROUND:**

- A. The Performer is a professional entertainment group known as "The Brothers Burn Mountain".
- B. The Client wishes to engage the Performer subject to the terms and conditions as follows:

**IN CONSIDERATION OF** and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

**Business Address of the Performer**

- 1. The Performer will be represented by a group leader (the "Group Leader"). Any payments by check or money order should be made out to the Group Leader. The Performer's business

address is as follows:

Group Leader: Jesse Dermody  
Address: 9070 Peary Rd, Kelsey, MN 55724  
Telephone: (218) 255-5182  
Email: dermody2@gmail.com

**Business Address of the Client**

- 2. The Client's business address is as follows:  
Address: Grand Rapids, MN  
Telephone: \_\_\_\_\_

**Venue**

- 3. The place of performance (the "Venue") is located at:  
Name: Tall Timber Days  
Address: Grand Rapids, MN 55744  
Telephone: (303) 618-5561

**Performance**

- 4. The entertainment to be provided by the Performer is generally described as Live Music (the "Performance").

**Date and Time of Performance**

- 5. The Performance will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table:

Set-up Time and Date	Date of Show	Start Time	End Time
12:30pm August 1, 2026	August 1, 2026	2:00 pm	5:00 pm

**Payment**

6. In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer a fixed fee of \$1,000.00 USD (the "Fee").

**Performer Expenses**

7. The Performer agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses to and from the Venue and covers any costs whatsoever incurred by any of the members individually or collectively as a group, except as expressly provided in this Agreement.

**Payment of Balance**

8. Promptly after the last show on the final date of the Performance, the Client will pay to the Performer any outstanding balance of the Fee in cash, money order, certified check, or online payment.

**Cancellation**

9. The Performer reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to June 1, 2026.
10. The Client reserves the right to cancel this Agreement without obligation upon written notice to the Performer prior to June 1, 2026. Cancellation by the Client later than June 1, 2026 will require payment of the full Fee.

**Non-performance by the Client**

11. Those obligations of the Client required to be met prior to the Performance are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Performance, or any show comprising the Performance, without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Performer will have no further obligations under this Agreement.

**Security Deposit**

12. The Performer will not be required to post a security deposit against any or all possible damage related to or arising from the Performance.

**Force Majeure**

13. Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

**Sickness and Accidents**

14. The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident.

**No Recording of the Performance**

15. Recording or transmitting of the Performance by anyone through any means whatsoever will not be allowed under this Agreement. It is the responsibility of the Client to enforce this provision.

**Merchandising**

16. The Performer may offer CDs, tapes and other such items for sale at the Performance. The Client will provide a suitable area with reasonable visibility and accessibility to facilitate merchandising.

**Exclusivity**

17. The Performer will perform exclusively for the Client throughout the actual period of services of this Agreement unless otherwise provided by the Client in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

**Indemnification**

18. The Performer is responsible only for its own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly

caused by the Performer.

**Permits**

19. The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

**Security**

20. The Client will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

**Picket Lines**

21. The Performer will not be required to cross a picket line established by a labor organization at the Venue nor will the Performer be disciplined, or this Agreement be considered or deemed breached by the Performer, by reason of the Performer's refusal to cross such picket line.

**Governing Law**

22. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota. The Client and the Performer each submit to the jurisdiction of the courts of the State of Minnesota for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

**Covenant of Good Faith and Fair Dealing**

23. The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

**Miscellaneous Terms**

24. Time is of the essence in this Agreement.
25. This Agreement may be executed in counterpart. Facsimile signatures are binding and are considered to be original signatures.

26. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Performer violates this section, the Client may immediately cancel the Performance and this Agreement.
27. The Performer's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement.
28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
29. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
30. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Performer, or to the Performer by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
31. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Client's successors and assigns.
32. The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Client for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

33. The Client will be responsible for providing suitable power and electricity for the Performance.
34. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other clients.
35. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the mail, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

IN WITNESS WHEREOF the Client and Performer have duly affixed their signatures under hand and seal on this 20<sup>th</sup> day of may, 2026.

The City of Grand Rapids

per: \_\_\_\_\_ (seal)

Jesse Dermody

Group Leader: Jesse Dermody



7653 Groveland Rd [www.arenarocks.com](http://www.arenarocks.com)  
Moundsview, MN 55112  
Tedd Bullock (612) 414-9641

**CONTRACT**

**ANY AND ALL RIDERS ATTACHED HERETO ARE MADE A PART HEREOF**

This Employment Agreement is being entered into on **10/07/2025** by and between the purchaser and the Artist. Whereas the purchaser of Artist (herein called "Purchaser") is a business or organization desiring to hire entertainment, and whereas the Artist (Herein called "Artist") desires to furnish the Purchaser their services. Therefore in consideration of the promises of the parties and for other good and valuable consideration as set forth below, the Purchaser agrees to hire the Artist and the Artist agrees to perform for the Purchaser upon the terms and conditions as set forth in this agreement.

1. **Artist: Arena**
2. **Purchaser: TashaConnelly - City of Grand Rapids**
3. **Venue: Tall Timber Days**
4. **Date(s) of Engagement: July 31,2026**
5. **Performance Time(s) 8:00PM- 12:00AM 3 sets/ 60 minutes each w/ 2 breaks**
6. **Type of Engagement: Music Performance**
7. **Compensation Agreed Upon: \$2400**
8. **Payment: Cash or check \$1400 to be cashed at Venue made out to Arena**
9. **Deposit: \$1000 in check made out to Arena – Mailed to "Arena" Address listed in Contract Header**
10. **Production: Artist provides Production**
11. **Special Provisions: bottled water**
12. **Accommodations: 4 rooms**
13. **Additional Comments:**

1. **Re-Booked:** In the event Artist is re-booked into any establishment owned, booked, or controlled by the Purchaser within Eighteen (18) months of the termination of this contract, Agency shall be paid a commission at the rate of 15% as provided under this contract. Artist and Purchaser agree to be jointly and severally liable for payment of said compensation. Event is 'Rain or Shine'-artist is to be paid in full rain or shine.
2. **Commencement:** Commencement of engagement together with physical delivery of this contract is deemed to be a verification of an oral agreement and acceptance of all terms by the Artist and Purchaser. Purchaser agrees to indemnify, defend and hold harmless, agent or artist against any and all claims, cost or liability for damage or injury to any person or property during Artist's engagement, including set up and take down. It is agreed that neither Artist nor Purchaser will name Agent as a party in a civil suit arising out of, in connection with or related to any acts of commission or omission to this agreement by either Artist or Purchaser. Artist is an independent contractor.

<b>Name of Purchaser/s</b> City of Grand Rapids / Tasha Connelly	<b>Arena / Tedd Bullock</b>
X _____	X _____
<b>SIGNATURE</b>	<b>SIGNATURE</b>
<b>Address: 470 N. Pokegama Ave</b> <b>Grand Rapids, MN 55744</b>	<b>Address: 7653 Groveland Rd</b> <b>Mounds View, MN</b>
<b>Phone: 306-618-5561</b> davidjess3562hotmail.com	<b>Phone: (612) 414-9641</b>

Both parties have read, understood, and agree to the conditions and terms of this contract and any riders attached to this agreement.

**MICHAEL BLUE PRODUCTIONS L.L.C.  
ENGAGEMENT CONTRACT**

#550: Item 3.

**1. AGREEMENT MADE December 6, 2022** between the entertainment act **THE DWEEBS** (hereinafter referred to as “**ARTIST**”) represented by **MICHAEL BLUE PRODUCTIONS LLC** (hereinafter referred to as “**AGENT**”) and **City of Grand Rapids / Tasha Connely** (hereinafter referred to as “**PURCHASER**”). It is mutually agreed between the parties as follows: The **PURCHASER** hereby engages the **ARTIST** and the **ARTIST** hereby agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth.

**2. PURCHASER: City of Grand Rapids / Tasha Connely**

**Performance Location: Grand Rapids, MN**

**3. DATE OF ENGAGEMENT: August 1, 2026**

**4. HOURS (STARTING & ENDING) TBD / 180 minutes of music**

**5. FULL PRICE AGREED UPON: \$6,500.00**

**ADDITIONAL PROVISIONS:** In the event of rain, Purchaser agrees to provide an alternative site. Purchaser further agrees that if unsafe conditions exist and no alternative site is available, Purchaser agrees to pay artist in full.

**6. ALL PAYMENTS:** shall be paid by certified check, money order, bank draft, in the name of **MICHAEL BLUE PRODUCTIONS L.L.C.** OR IN CASH AS FOLLOWS: a) **Deposit: \$900.00 due March 23, 2024** b) **BALANCE: \$5,600.00** payable to Michael Blue Productions L.L.C. shall be handed by purchaser to **Benjamin Blue** or **Michael Blue** **NO LATER** than just prior to performance.

**7. TYPE OF ENGAGEMENT: OUTDOOR FESTIVAL**

**8. PRODUCTION PROVIDED BY: ARTIST (SOUND & LIGHTS)**

**9. CANCELLATION:** Agent, Purchaser, and Artist agree that this agreement is not subject to cancellation unless AGENT agrees. AGENT will use its best efforts to insure completion of this contract by ARTIST. If however AGENT should be required to cancel the engagement due to various circumstances beyond AGENTS control, including the refusal of ARTIST to perform, AGENT shall give notice as soon as possible to PURCHASER and shall at AGENT’S option and in its sole discretion, either a) make a substitution of equal caliber, or b) replay the engagement at ARTIST’S and PURCHASER’S convenience, or c) return the deposit to the purchaser and cancel this agreement. If this contract results in litigation between the parties hereto, PURCHASER agrees to pay all AGENT’S cost therein, including reasonable attorney’s fees.

**10. COMMENCEMENT** of engagement together with physical delivery of this contract is deemed to be verification of an oral agreement and acceptance of all terms by both PURCHASER and ARTIST.

**11. ARTIST** shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder. ARTIST shall have the sole right to designate and change at any time the performing personnel. ARTIST’S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, ACTS OF GOD, riots, strikes, labor difficulties, epidemics, and or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST’S control.

**12. IF** before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement.

**13. IT** is mutually agreed by the PURCHASER and the ARTIST that the AGENCY is acting solely as an independent contractor and is in no way responsible should either party default this agreement. Nor will AGENCY be held responsible for the conduct or performance hereunder of either PURCHASER or ARTIST.

**14. IF** any of the provisions hereof are determined to be void by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force.

**15. THIS** agreement shall be subject to the laws of the State of engagement and all parties hereto accept the jurisdiction of the said State in all matters pertaining to this agreement.

**16. THIS** contract does not exclusively determine the person liable to report and pay employment taxes and similar employer levies under rulings of the U.S. IRS and of some State agencies.

**17. STAGING REQUIREMENTS: Purchaser to provide stage:** Minimum size 12 ft. deep by 20 ft. wide by 3 ft. high with secure stairs.

**18. POWER REQUIREMENTS:** Purchaser to provide either 2 exclusive 120 volt legs of 50 amp service (100 amp total) properly grounded and within 50 ft. of the stage or 8 separate 15/20 amp circuits.

**19. ARTIST requires three hours of setup time. Stage must be clear of other activity and equipment three hours prior to performance start time.**

**20. PURCHASER** shall provide complimentary soft drinks (12 pack of Red Bull) and water (36 bottles) for band members and crew, in a cooler located in the dressing room or stage area upon crew’s arrival.

**21. PURCHASER** to provide parking for ARTIST: one truck & 20 ft. trailer plus one passenger car or 40 ft. tour bus.

**22. PURCHASER** to provide adequate security before, during and after performance.

**23. PURCHASER** to use ARTIST approved photography of ARTIST for use in media and promotion of event due to trademark law.

**24. PURCHASER** to advance details regarding day of show with ARTIST’s road manager, **Benjamin Blue** at **715-222-6651**, 2-3 weeks prior to show.

**25. IF** contract is not returned to MBP within 30 days, contract may be declared null and void at AGENT’S discretion. Please sign, enclose deposit and return to Michael Blue Productions L.L.C. A fully signed copy will be returned to you.

\_\_\_\_\_  
DATE

Signature of ARTIST: Michael Blue

Michael Blue Productions L.L.C.

PO BOX 128 SOMERSET, WI 54025

715-247-3572

EIN# 39-1812-411



\_\_\_\_\_  
DATE

Signature of Purchaser or Agent thereof: Tasha Connely

City of Grand Rapids – Tasha Connely

420 N. Pokegama Ave.

Grand Rapids, MN 55744

303-618-5561

davidjess356@hotmail.com



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22, 2026

**AGENDA ITEM:** Consider adopting a resolution governing write-in vote counting.

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

Minnesota Statutes 204B.09, subd. 3 allows municipalities to adopt a resolution governing the counting of write-in votes. The resolution can require that write-in votes for an individual candidate on the ballot will be recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

Often, write-ins consist of fictitious names such as Mickey Mouse, Donald Duck, etc. When election judges are required to count each and every write-in, requiring visual inspection of each ballot at the polling place, this often causes unnecessary delays in getting results to the county courthouse after the polls close on election nights.

Staff is recommending the adoption of a resolution governing the counting of write-in votes.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution governing write-in vote counting.

Councilor introduced the following resolution and moved for its adoption:

Item 4.

RESOLUTION NO. 26-

A RESOLUTION GOVERNING WRITE-IN VOTE COUNTING

WHEREAS, Minnesota Statute 204B.09, subd. 3 authorizes a city to adopt a resolution governing the counting of write-in votes; and

WHEREAS, a city that adopts a resolution must do so before the first day of filing for office and must notify the county auditor; and

WHEREAS, city election officials spend considerable time and resources to count and individually record write-in votes cast, many of which are frivolous; and

WHEREAS, in order to save city time and resources, it is in the best interest of the City of Grand Rapids, to enforce restrictions on the counting of write-in votes consistent with the provisions of Minnesota Statute 204B.09, subd. 3.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota that votes for write-in candidates will only be individually recorded if the total number of write-in votes for an office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate for that office.

BE IT FURTHER RESOLVED, that pursuant to Minnesota Statute 204B.09, subd. 3, the City Clerk is hereby directed to notify the County Auditor before the first day of filing for office of the adoption of this resolution.

BE IT FURTHER RESOLVED, that pursuant to Minnesota Statute 204B.09, subd. 3, this resolution shall remain in effect until a subsequent resolution on the same subject is adopted by the City of Grand Rapids.

Adopted this 22<sup>nd</sup> day of June 2026.

\_\_\_\_\_  
Tasha Connelly, Mayor

Attest:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22, 2026

**AGENDA ITEM:** Consider adopting a resolution supporting the use of tax increment financing for a rental housing development project

**PREPARED BY:** Rob Mattei, Director of Community Development

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### BACKGROUND:

Woda Cooper Companies of Columbus, Ohio wishes to develop a 48-unit affordable housing development a privately owned 7.5-acre site in the vicinity which would be located at 1702 Golf Course Rd. The estimated total development cost of the project is \$22.8M.

This July Woda Cooper will be applying to the Minnesota Housing Finance Agency (MHFA) for an award of Federal Low Income Housing Tax Credits (LIHTC). The award of LIHTC for this project is necessary for the project to advance. The MHFA LIHTC program is very competitive. The award of funds is based upon a score for the project. One area of the MHFA scoring system looks at the developments financial readiness to proceed and if leveraged funds have been committed.

Woda Cooper will submit Business Assistance application requesting TIF as one of the leveraged funding sources for the project, however the City has not completed the TIF review process. This is intentional, because it would not be advisable to create a TIF district without knowing the LIHTC funds have been awarded, and the project can move forward. The notice of LIHTC funding awards will not occur until this December.

In lieu of any final approval of TIF by the City, the attached resolution, drafted by the City's economic development attorney, declares contingent support for the use of TIF. This level of support will be adequate for the MHFA scoring in this area of their application.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution supporting the use of tax increment financing for a rental housing development project.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. \_\_\_\_\_

SUPPORTING USE OF TAX INCREMENT FINANCING FOR A RENTAL HOUSING DEVELOPMENT PROJECT

WHEREAS, the City of Grand Rapids, Minnesota (the "City") is authorized pursuant to Minnesota Statutes, Sections 469.174 to 469.1794 and 469.124 through 369.133 (together, the "TIF Act") to use Tax Increment Financing to carry out the public purposes described herein;

WHEREAS, the City has received a request to provide tax increment financing assistance to Woda Cooper Development, Inc. (or an affiliated entity, the "Developer") for construction of a 48-unit multifamily affordable rental housing apartment (the "Project") to be located on approximately 7.65 acres of land at 1702 Golf Course Road in Grand Rapids, Minnesota; and

WHEREAS, in connection with its application to Minnesota Housing for tax credits for the Project, the Developer has requested that the City indicate its support of the use of tax increment financing for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grand Rapids, Minnesota (the "Council") as follows:

The City supports the use of tax increment financing for the Project in an amount not to exceed \$111,488 payable over approximately 26 years; provided, however, that authorization of tax increment financing for the Project is solely within the discretion of the Council after satisfaction of all conditions required pursuant to the TIF Act, including without limitation, (i) a public hearing; (ii) determining that tax increment financing assistance is necessary for the Project; and (iii) verification of development financing need that substantiates that "but for" the use of tax increment financing the Project would be unable to proceed.

The foregoing resolution was introduced by Councilmember \_\_\_\_\_ and duly seconded by Councilmember \_\_\_\_\_. The following Councilmembers voted in favor of the resolution: \_\_\_\_\_. The following Councilmembers voted against the resolution: \_\_\_\_\_. The following Councilmembers were absent: \_\_\_\_\_. Whereupon the resolution was adopted.

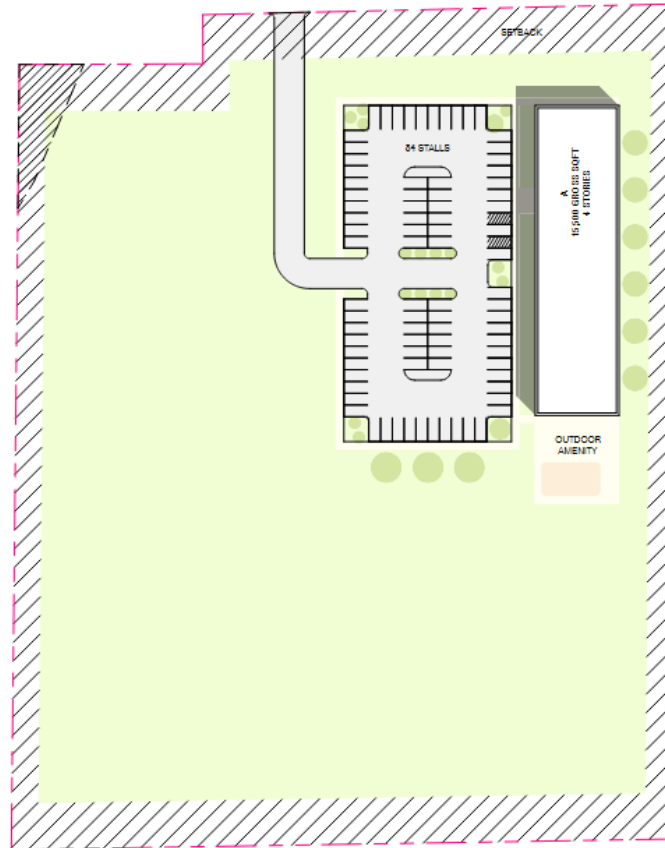
ADOPTED: June 22, 2026

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



### Sagewood Flats



Sagewood Flats represents a thoughtfully planned, community-oriented affordable housing development designed to meet a critical and growing need in Grand Rapids, Minnesota. Located at 1702 Golf Course Road, the development will bring 48 high-quality rental housing units to the community, serving households earning between 30% and 80% of the Area Median Income (AMI).

As housing affordability challenges continue to impact working families, seniors, and individuals across the region, Sagewood Flats is designed to provide stability, accessibility, and comfort for residents at a variety of income levels. The development reflects a commitment to ensuring that safe, attractive, and modern housing is available to those who are essential to the community’s workforce that often face limited housing options.

Sagewood Flats will incorporate an elevator, ensuring full accessibility for residents of all ages and abilities. Units will be designed with efficiency, comfort, and durability in mind, offering modern finishes and functional layouts suitable for a range of household sizes.

In addition to the residential units, the community will include a community room that serves as a central gathering space for residents. This shared amenity is intended to foster connection and engagement, supporting resident programming, meetings, and social interaction. By creating opportunities for neighbors to connect, Sagewood Flats aims to strengthen a sense of belonging and community cohesion.

### **Woda Cooper Companies**

Woda Cooper Companies, Inc. (“WCCI”) is a fully integrated affordable housing firm that develops, designs, constructs, owns, and manages high-quality housing communities. Our team brings extensive experience across a wide range of housing types, including urban and rural developments; senior and family communities; mid-rise, garden-style, and single-family housing; as well as new construction, acquisition/rehabilitation, and adaptive reuse projects.

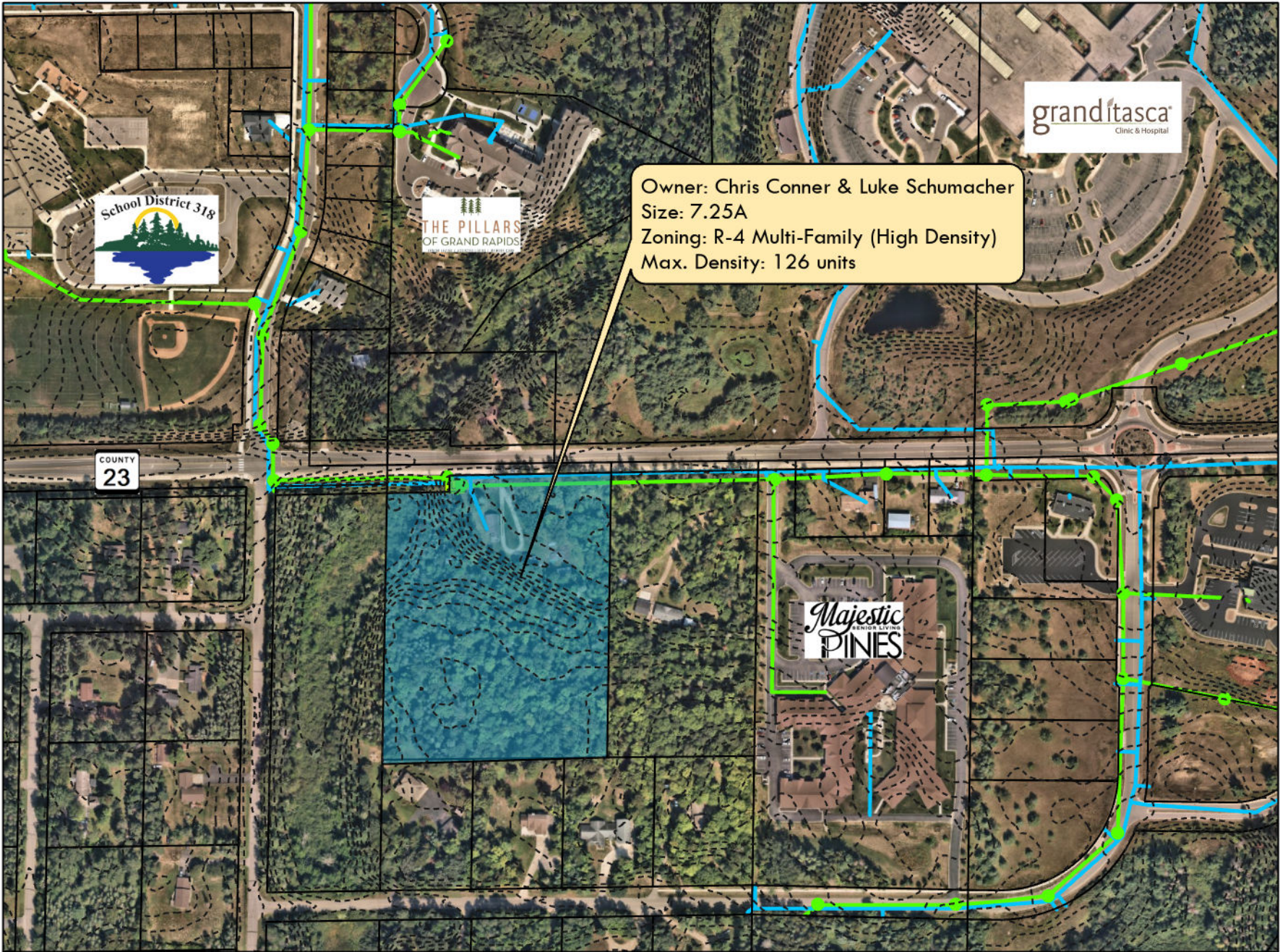
A defining feature of WCCI’s approach is our long-term commitment to the communities we serve. Unlike many developers, WCCI retains ownership of the properties we develop, maintaining them in our portfolio over the long term. This ownership model ensures that our communities remain well-managed, high-quality, and most importantly, affordable for their full lifecycle. Our vested interest does not end at construction; it continues for decades, aligning our success with the stability and vitality of the neighborhoods in which we build.

Since our founding in 1990, WCCI has developed and now owns and manages more than 370 communities comprising over 18,000 units. We are deeply committed to making a lasting, positive impact in every village, town, and city where our housing is located.

With more than 700 employees, WCCI is consistently recognized among the nation’s top affordable housing developers and owners by Affordable Housing Finance magazine. The company operates across 18 states in the Midwest, Mid-Atlantic, and Southeast, with a development portfolio exceeding \$3 billion.

WCCI is employee-owned through an Employee Stock Ownership Plan (ESOP), reinforcing our long-term perspective and accountability. Our vertically integrated structure includes Woda Cooper Development, Inc., Woda Construction, Inc., Woda Management & Real Estate, LLC, The Woda Group, Inc., and PCI Design Group, allowing us to oversee every phase of development and operations with a consistent focus on quality and sustainability.

Headquartered in Columbus, Ohio, WCCI maintains regional offices in Georgia, Kentucky, Indiana, Maryland, Michigan, and Virginia, supporting our ongoing mission to deliver and preserve affordable housing that communities can rely on for generations.



Owner: Chris Conner & Luke Schumacher  
Size: 7.25A  
Zoning: R-4 Multi-Family (High Density)  
Max. Density: 126 units





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22, 2026

**AGENDA ITEM:** Consider updates to seasonal employment at Pokegama Golf Course.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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### BACKGROUND:

#### **Pokegama Golf Course**

Shari Huson was previously approved for employment as a Seasonal Shop Assistant at Pokegama Golf Course from April 28, 2026, through October 28, 2026. Staff is requesting approval to revise her dates of employment retroactively to April 22, 2026, through October 22, 2026, to accurately reflect her actual start date and corresponding end date.

Michael Fleischhacker was previously approved for employment as a Seasonal Outside Services Attendant at Pokegama Golf Course from May 11, 2026 through October 31, 2026. Staff is requesting approval to revise his start date retroactively to May 3, 2026, to accurately reflect his actual start date. There is no change to his end date of seasonal employment.

Opal Anderson was previously approved for employment as a Seasonal Shop Assistant at Pokegama Golf Course from May 12, 2026 through October 31, 2026. Staff is requesting approval to revise her start date retroactively to May 6, 2026, to accurately reflect her actual start date. There is no change to her end date of seasonal employment.

### REQUESTED COUNCIL ACTION:

Make a motion to approve updates to seasonal employment at Pokegama Golf Course, as presented.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22, 2026

**AGENDA ITEM:** Consider adopting resolution approving LG230 Application for Off-Site Gambling for Loyal Order of Moose Lodge 2023

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

Loyal Order of Moose Lodge 2023 has submitted an application to conduct off-site gambling at the Itasca County Fair Grounds, 1336 Fair Grounds Road, from July 24, 2026 to July 26, 2026. Minnesota State Gambling Board requires adoption of Resolutions by the City Council prior to issuing permit. Loyal Order of Moose Lodge meets all required conditions for requested permit.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt resolution approving LG230 Applications for Off-Site Gambling for Loyal Order of Moose Lodge 2023 on specified dates.

Councilor \_\_ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 26-

RESOLUTION APPROVING LOYAL ORDER OF MOOSE LODGE 2023  
LG230 APPLICATION TO CONDUCT OFF-SITE GAMBLING

WHEREAS, Loyal Order of Moose Lodge 2023 has presented the City Council of Grand Rapids a LG230 Application to Conduct Off-Site Gambling at Itasca County Fair Grounds, 1336 Fair Grounds Road, Grand Rapids, Minnesota on July 24, 2026 to July 26, 2026; and

WHEREAS, the Gambling Control board may not issue an Off-Site Gambling without City Council approval.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids approves the LG230 Application to Conduct Off-Site Gambling for Loyal Order of Moose Lodge 2023 to conduct gambling at Itasca County Fair Grounds, 1336 Fair Grounds Road Grand Rapids, Minnesota on July 24, 2026 to July 26, 2026.

Adopted by the City Council this 22nd day of June 2026.

\_\_\_\_\_  
Tasha Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22, 2026

**AGENDA ITEM:** Consider entering into an updated memorandum of understanding for the outdoor activities complex at the Itasca County Family YMCA

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

The City has partnered with the Itasca County Family YMCA, the Itasca County Pickleball Association and the Grand Rapids Area Basketball Association on the maintenance and operations of the Outdoor Activities Complex since its inception. The advisory council has been working over the past year to update the MOU to address the expanded courts, maintenance and financial contributions.

Attached is a redline version of the proposed agreement, with the main change that affects the City is the increase in the annual maintenance fund contribution from \$2,000 to \$4,000.

### REQUESTED COUNCIL ACTION:

Make a motion entering into an updated memorandum of understanding for the outdoor activities complex at the Itasca County Family YMCA and authorize the mayor and clerk to sign.

OUTDOOR ACTIVITIES COMPLEX PARTNERSHIP at the YMCA MEMORANDUM OF UNDERSTANDING

1. This Agreement is entered into this day, ~~April 1, 2024~~ (July 1, 2026) by and between the Itasca County Family YMCA (hereafter “YMCA”), the City of Grand Rapids (hereafter “City”), the Itasca County Pickleball Association (hereafter “ICPA”) and the Grand Rapids Area Basketball Association, (hereafter “GRABA”), collectively known as the “Partners.”
2. WHEREAS, the above organizations have formed an Outdoor Activities Complex Partnership (hereafter “Partnership”) to operate and manage the Outdoor Activities Complex at the YMCA (hereafter the “ODAC”); and
3. WHEREAS this Agreement shall not be interpreted or construed to create an association, joint venture, or legal partnership between the Partners or to impose any partnership obligation or partnership liability upon any Partner. No Partner shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of or to act as or be an agent or representative of, or to otherwise bind another Partner; and
4. WHEREAS, the ODAC consists of a regulation basketball court, three foursquare courts, a skating rink and ten pickleball courts constructed on the YMCA property; and
5. WHEREAS, the City and the YMCA have a separate agreement as to the operation, management, programming, maintenance, staffing, operational expenses and capital expenditures of the skating rink, these responsibilities will not be addressed within this MOU; and
6. WHEREAS, the Partners are committed to the values of caring, honesty, respect, responsibility and faith and the mission to “strengthen ourselves, families and communities by promoting growth in spirit, mind and body” and to “promote the sports of pickleball and basketball throughout the greater Itasca County area, and to facilitate the use of the ODAC courts and equipment.” The Partners will recommend rules and regulations to be approved by the YMCA for their optimum use and to foster goodwill, sportsmanship, and fellowship among its members. The Partners will strive to provide the best use of the Courts at all skill levels while maintaining the highest degree of participants and sportsmanship; and
7. WHEREAS, the Partners are committed to a leadership style of collaboration, communication, consultation, participation and responsibility; and

8. WHEREAS, the Partners are committed to a holistic approach to wellness, embracing spirit, mind and body for all; and
9. WHEREAS, the Partners are committed to serving all members of our community including men, women, and children of all ages, income, abilities, races, sexual orientation and religions without regard to ability to pay; and
10. WHEREAS, the Partners agree that the YMCA is committed to providing a safe and welcoming environment for all members and guests. To ensure the safety and comfort of all, the YMCA asks individuals to act appropriately at all times when they are in YMCA facilities or participating in YMCA programs. We expect people using the YMCA facilities to behave in a mature, responsible way and to respect the right and dignity of others. The YMCA's Code of Conduct does not permit language or action that can hurt or frighten another person or that falls below a generally accepted standard of conduct; and
11. WHEREAS, the mission of the individual Partners will be better served by entering into this agreement;

THEREFORE, the Partners hereby agree as follows:

1. The Partners will collaboratively operate and manage the ODAC built on the YMCA property at 400 River Road, Grand Rapids, MN 55744.
2. The Partnership shall be governed by an ODAC Advisory Committee (hereafter the "Advisory Committee"). The advisory Committee shall consist of two members from each of the Partners' organizations, and a ninth at-large committee member chosen by the eight Partner members. The eight Partner members shall serve terms as determined by the appointing Partner. The ninth at-large committee member's term shall be three years in length, with the opportunity to serve two consecutive terms. A vacancy in the Advisory Committee shall be filled by the appropriate Partner.
3. The Advisory Committee shall provide for the oversight of the ODAC, approve and enforce rules and regulations for operating the ODAC, and to fulfill their terms of the Agreement.
4. The Advisory Committee shall meet at least quarterly, or as otherwise necessary.
5. The Advisory Committee shall elect by majority vote a chairperson and a secretary. The chairperson shall chair all meetings, be responsible for setting a meeting schedule, prepare a meeting agenda and call special meetings as deemed necessary. The secretary shall keep the minutes of all Advisory Committee

meetings, shall issue notices of all meetings, carry out any correspondence necessary for the Advisory Committee and carry out other duties as may be assigned by the chairperson.

6. The Advisory Committee shall utilize Robert's Rules of Order to manage the meetings.
7. Each Partner shall maintain general liability insurance, naming the other Partners as additional insured and provide the Advisory Committee with a certificate of insurance by December 31 of each year.
8. Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the other party's acts and omissions and the results thereof. The City's liability under this Agreement is governed by the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, as amended and other applicable laws.
9. This Agreement shall be reviewed in even years by the Advisory Committee, or as requested by a Partner, and the Advisory Committee may recommend changes to the Partners.
10. All parties shall work collaboratively with the YMCA to expand ODAC outreach to low income and underserved populations.
11. The YMCA shall be the fiscal agent of the Partnership and shall provide a staff person to supervise and manage the Partnership's funds.
12. The Advisory Committee shall schedule an annual ODAC spring cleanup and preparation for the summer seasons with volunteers from the Partners' memberships.
13. The City shall assist with up to two (2) cleanup sessions per season by providing equipment and staff to operate the equipment to facilitate clean, safe and attractive courts.
14. Based upon the current square footage, the following is the ratio of ODAC; Pickleball – 66%, basketball – 26% and the foursquare – 8%. Resurfacing is generally conducted every 5-8 years. Based upon expected costs, ICPA shall contribute ~~\$3,000~~ (\$6,000) per year, the City shall contribute ~~\$2,000~~ (\$4,000), and GRABA (\$1,000) to the ODAC maintenance fund which is managed by a YMCA staff person, for on-going and long-term maintenance needs. In lieu of an annual contribution to the maintenance fund, the YMCA will provide certain and routine janitorial services as well as the aforementioned financial management to the

~~ODAC at no additional charge.~~ and the YMCA shall each contribute \$1,000 per year to the ODAC maintenance fund, which is managed by a YMCA staff person, for ongoing and long-term maintenance needs. This will be due by December 31 of each year. If any Partner is unable to pay the annual maintenance fund, discussions of that years' maintenance fees will be held by the Advisory Committee. The YMCA staff person shall provide a written accounting summary for each meeting of the Advisory Committee.

15. Discussion of major and minor maintenance needs will be held annually by the Partners.
16. The YMCA shall be reimbursed for costs and expenses incurred if the ODAC is opened for a special event.
17. When individuals or organizations are hosting activities at the ODAC designed to raise funds for their organization, they will be required to pay a ~~10%~~ (15%) usage fee of their registration fees. These fees will be payable to the Itasca County Family YMCA within one month after the conclusion of the revenue producing event. (additionally, documentation listing specific activities and collected fees must accompany payment) Revenue producing events would also include those activities where a third party is providing a service and collecting fees.
18. The YMCA, will have the authority to rent the ODAC to third party organizations for limited special events.
19. The YMCA shall provide a staff person for the purpose of scheduling use and events for the ODAC in cooperation with the Advisory Committee.
20. The Partners shall follow all required state and local health and safety requirements. An automated external defibrillator (AED) is available in the hallway just east of the YMCA service desk during business hours. (additionally two AED units are seasonally located within the ODAC, one just inside the main South gate and another mid-way down the corridor of the pickleball courts. In addition, there is an ICPA maintained AED located in the ICPA storage shed. YMCA bathrooms and their AED will not be accessible during the times the building is closed.
21. This agreement shall commence on ~~April 1, 2024~~ (July 1, 2026) and shall continue until terminated by written notice from any Partner at least one year in advance of the termination. All funds held in the ODAC maintenance account will remain and the MOU will continue on if any partner terminates from the ODAC Partnership. Should a Partner request to be terminated from the MOU, any funds they have contributed would be forfeited and remain in the maintenance account.

- 22. In the event the Advisory Committee cannot settle a dispute, the YMCA Executive Committee shall settle the dispute. The YMCA Board at all times has veto power over the decisions made within this Agreement
- 23. At all times the YMCA has the final authority over the ODAC and its use. All Rules and Regulations passed by the Advisory Committee shall conform to the YMCA Rules and Mission.
- 24. All users of the ODAC must comply with the Rules and Regulations including but not limited to no use of illegal drugs or alcohol on the property. All activities must be inclusive and non-discriminatory.
- 25. All publicity regarding the ODAC should display the Partners' logos unless other arrangements have been agreed to by the Partners. No signs or advertisements shall be displayed on the YMCA property except with the consent of the YMCA.
- 26. Severability. If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below:

**YMCA**

**City of Grand Rapids**

By: \_\_\_\_\_ **Joni Namyst**

By: \_\_\_\_\_

**Tasha Connelly**

Executive Director

Mayor

Date: \_\_\_\_\_  
03/15/2024 20:06 UTC

Date: \_\_\_\_\_  
03/17/2024

By: \_\_\_\_\_

12:45 UTC

**Angella Erickson**

YMCA Board Chair

By: \_\_\_\_\_

**Kimberly Gibeau**

Date: \_\_\_\_\_  
03/16/2024  
00:18 UTC

Grand Rapids City Clerk

Date: \_\_\_\_\_  
03/18/2024

Itasca County Pickleball Association 13:16 UTC

By: \_\_\_\_\_

Doreen Zierer

ICPA Board Chair

Grand Rapids Area Basketball Association

By: \_\_\_\_\_

Josh Kostiuk GRABA Board Chair

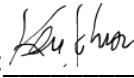
Date: \_\_\_\_\_ 03/16/2024

11:06 UTC

Date: \_\_\_\_\_

03/18/2024

21:14 UTC

By: 

Board Vice-Chair

By: 

ICPA


GRABA Board Secretary

Date: \_\_\_\_\_ 03/16/2024 14:06 UTC

Date: \_\_\_\_\_

03/18/2024 21:19 UTC

Final; March 15, 2024 REH

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Participants

1. Joni Namyst (jnamyst@ymcaitasca.org)
2. Angella Erickson (ericksonangella@gmail.com)
3. Doreen Zierer (dmzierer45@gmail.com)
4. Ken Johnson (ken3816@outlook.com)
5. Tasha Connelly (TConnelly@grandrapidsmn.gov)
6. Kimberly Gibeau (KGibeau@grandrapidsmn.gov)
7. Josh Kostiuk (1027jrk@gmail.com)
8. Shannon Cook (shannon.cook1980@gmail.com)

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03/15/2024 11:29AM EDT	Email sent to Samuel Evans (office@evansins.com).

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OUTDOOR ACTIVITIES COMPLEX PARTNERSHIP at the YMCA MEMORANDUM OF  
UNDERSTANDING

Revised, July 1, 2026

1. This Agreement is entered into this day, July 1, 2026 by and between the Itasca County Family YMCA (hereafter “YMCA”), the City of Grand Rapids (hereafter “City”), the Itasca County Pickleball Association (hereafter “ICPA”) and the Grand Rapids Area Basketball Association, (hereafter “GRABA”), collectively known as the “Partners.”
2. WHEREAS, the above organizations have formed an Outdoor Activities Complex Partnership (hereafter “Partnership”) to operate and manage the Outdoor Activities Complex at the YMCA (hereafter the “ODAC”); and
3. WHEREAS this Agreement shall not be interpreted or construed to create an association, joint venture, or legal partnership between the Partners or to impose any partnership obligation or partnership liability upon any Partner. No Partner shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of or to act as or be an agent or representative of, or to otherwise bind another Partner; and
4. WHEREAS, the ODAC consists of a regulation basketball court, three foursquare courts, a skating rink and ten pickleball courts constructed on the YMCA property; and
5. WHEREAS, the City and the YMCA have a separate agreement as to the operation, management, programming, maintenance, staffing, operational expenses and capital expenditures of the skating rink, these responsibilities will not be addressed within this MOU; and
6. WHEREAS, the Partners are committed to the values of caring, honesty, respect, responsibility and faith and the mission to “strengthen ourselves, families and communities by promoting growth in spirit, mind and body” and to “promote the sports of pickleball and basketball throughout the greater Itasca County area, and to facilitate the use of the ODAC courts and equipment.” The Partners will recommend rules and regulations to be approved by the YMCA for their optimum use and to foster goodwill, sportsmanship, and fellowship among its members. The Partners will strive to provide the best use of the Courts at all skill levels while maintaining the highest degree of participants and sportsmanship; and
7. WHEREAS, the Partners are committed to a leadership style of collaboration, communication, consultation, participation and responsibility; and

8. WHEREAS, the Partners are committed to a holistic approach to wellness, embracing spirit, mind and body for all; and
9. WHEREAS, the Partners are committed to serving all members of our community including men, women, and children of all ages, income, abilities, races, sexual orientation and religions without regard to ability to pay; and
10. WHEREAS, the Partners agree that the YMCA is committed to providing a safe and welcoming environment for all members and guests. To ensure the safety and comfort of all, the YMCA asks individuals to act appropriately at all times when they are in YMCA facilities or participating in YMCA programs. We expect people using the YMCA facilities to behave in a mature, responsible way and to respect the right and dignity of others. The YMCA's Code of Conduct does not permit language or action that can hurt or frighten another person or that falls below a generally accepted standard of conduct; and
11. WHEREAS, the mission of the individual Partners will be better served by entering into this agreement;

THEREFORE, the Partners hereby agree as follows:

1. The Partners will collaboratively operate and manage the ODAC built on the YMCA property at 400 River Road, Grand Rapids, MN 55744.
2. The Partnership shall be governed by an ODAC Advisory Committee (hereafter the "Advisory Committee"). The advisory Committee shall consist of two members from each of the Partners' organizations, and a ninth at-large committee member chosen by the eight Partner members. The eight Partner members shall serve terms as determined by the appointing Partner. The ninth at-large committee member's term shall be three years in length, with the opportunity to serve two consecutive terms. A vacancy in the Advisory Committee shall be filled by the appropriate Partner.
3. The Advisory Committee shall provide for the oversight of the ODAC, approve and enforce rules and regulations for operating the ODAC, and to fulfill their terms of the Agreement.
4. The Advisory Committee shall meet at least quarterly, or as otherwise necessary.
5. The Advisory Committee shall elect by majority vote a chairperson and a secretary. The chairperson shall chair all meetings, be responsible for setting a meeting schedule, prepare a meeting agenda and call special meetings as deemed necessary. The secretary shall keep the minutes of all Advisory Committee

meetings, shall issue notices of all meetings, carry out any correspondence necessary for the Advisory Committee and carry out other duties as may be assigned by the chairperson.

6. The Advisory Committee shall utilize Robert's Rules of Order to manage the meetings.
7. Each Partner shall maintain general liability insurance, naming the other Partners as additional insured and provide the Advisory Committee with a certificate of insurance by December 31 of each year.
8. Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the other party's acts and omissions and the results thereof. The City's liability under this Agreement is governed by the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, as amended and other applicable laws.
9. This Agreement shall be reviewed in even years by the Advisory Committee, or as requested by a Partner, and the Advisory Committee may recommend changes to the Partners.
10. All parties shall work collaboratively with the YMCA to expand ODAC outreach to low income and underserved populations.
11. The YMCA shall be the fiscal agent of the Partnership and shall provide a staff person to supervise and manage the Partnership's funds.
12. The Advisory Committee shall schedule an annual ODAC spring cleanup and preparation for the summer seasons with volunteers from the Partners' memberships.
13. The City shall assist with up to two (2) cleanup sessions per season by providing equipment and staff to operate the equipment to facilitate clean, safe and attractive courts.
14. Based upon the current square footage, the following is the ratio of ODAC; Pickleball – 66%, basketball – 26% and the foursquare – 8%. Resurfacing is generally conducted every 5-8 years. Based upon expected costs, ICPA shall contribute \$6,000 per year, the City shall contribute \$4,000, and GRABA \$1,000 to the ODAC maintenance fund which is managed by a YMCA staff person, for on-going and long-term maintenance needs. In lieu of an annual contribution to the maintenance fund, the YMCA will provide certain and routine janitorial services as well as the aforementioned financial management to the ODAC at no additional

charge. This will be due by December 31 of each year. If any Partner is unable to pay the annual maintenance fund, discussions of that years' maintenance fees will be held by the Advisory Committee. The YMCA staff person shall provide a written accounting summary for each meeting of the Advisory Committee.

15. Discussion of major and minor maintenance needs will be held annually by the Partners.
16. The YMCA shall be reimbursed for costs and expenses incurred if the ODAC is opened for a special event.
17. When individuals or organizations are hosting activities at the ODAC designed to raise funds for their organization, they will be required to pay a 15% usage fee of their registration fees. These fees will be payable to the Itasca County Family YMCA within one month after the conclusion of the revenue producing event. additionally, documentation listing specific activities and collected fees must accompany payment. Revenue producing events would also include those activities where a third party is providing a service and collecting fees.
18. The YMCA, will have the authority to rent the ODAC to third party organizations for limited special events.
19. The YMCA shall provide a staff person for the purpose of scheduling use and events for the ODAC in cooperation with the Advisory Committee.
20. The Partners shall follow all required state and local health and safety requirements. An automated external defibrillator (AED) is available in the hallway just east of the YMCA service desk during business hours. In addition, two AED units are seasonally located within the ODAC, one just inside the main South gate and another mid-way down the corridor of the pickleball courts. YMCA bathrooms and their AED will not be accessible during the times the building is closed.
21. This agreement shall commence on July 1, 2026 and shall continue until terminated by written notice from any Partner at least one year in advance of the termination. All funds held in the ODAC maintenance account will remain and the MOU will continue on if any partner terminates from the ODAC Partnership. Should a Partner request to be terminated from the MOU, any funds they have contributed would be forfeited and remain in the maintenance account.
22. In the event the Advisory Committee cannot settle a dispute, the YMCA Executive Committee shall settle the dispute. The YMCA Board at all times has veto power over the decisions made within this Agreement

23. At all times the YMCA has the final authority over the ODAC and its use. All Rules and Regulations passed by the Advisory Committee shall conform to the YMCA Rules and Mission.
24. All users of the ODAC must comply with the Rules and Regulations including but not limited to no use of illegal drugs or alcohol on the property. All activities must be inclusive and non-discriminatory.
25. All publicity regarding the ODAC should display the Partners' logos unless other arrangements have been agreed to by the Partners. No signs or advertisements shall be displayed on the YMCA property except with the consent of the YMCA.
26. Severability. If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below:

**YMCA**

**CITY OF GRAND RAPIDS**

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Sam Evans**

By: **Kimberly Gibeau**

By: \_\_\_\_\_  
YMCA Board Chair

GrandRapids City Clerk Date:

Date: \_\_\_\_\_ 03/16/2024 \_\_\_\_\_ 03/18/2024  
00:18 UTC 13:16 UTC

**Grand Rapids Area Basketball Association**

**Itasca County Pickleball Association**

By: \_\_\_\_\_

By: \_\_\_\_\_

**John Pederson**


**Doreen Zierer**


GRABA Board Chair

ICPA Board Chair

Date:

Date: \_\_\_\_\_ 03/16/2024 \_\_\_\_\_ 03/18/2024  
11:06 UTC 21:14 UTC

By:  \_\_\_\_\_  
Board Vice-Chair

By:  \_\_\_\_\_  
GRABA Board Secretary

ICPA

Date: \_\_\_\_\_ 03/16/2024 14:06 UTC  
\_\_\_\_\_ 03/18/2024 21:19 UTC

Date:

Final; March 15, 2024 REH

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4. Ken Johnson (ken3816@outlook.com)
5. Tasha Connelly (TConnelly@grandrapidsmn.gov)
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7. Josh Kostiuik (1027jrk@gmail.com)
8. Shannon Cook (shannon.cook1980@gmail.com)

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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22<sup>nd</sup>, 2026

**AGENDA ITEM:** Consider entering into an agreement with SEH for the Taxiway A (North) Reconstruction – Phase 2 Project for Construction Administration services.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

The GPZ Airport is finalizing the design and bidding phase of the Taxiway A (North) Reconstruction Project – Phase 2 and is entering the construction phase. Attached is a proposed contract for Construction Administration from our engineer, SEH. Staff recently completed an Independent Evaluation (IFE) of this contract, and the fee meets the recommendation values. A copy of the IFE is attached for reference.

The project will be funded on a 95% Federal, 2.5% State and 2.5% Local share and is a budgeted project for 2026/27. Cost share of the \$295,000 estimated contract is shown below:

FAA (95%) – \$280,250

State (2.5%) – \$7,375

Local (2.5%) - \$7,375 (split 50/50 with County)

### **REQUESTED COUNCIL ACTION:**

Make a motion entering into an agreement with SEH for the Taxiway A (North) Reconstruction – Phase 2 Project for Construction Administration and authorize the mayor and clerk to sign



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

June 16, 2026

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

Via Email: [mwegwerth@grandrapidsmn.gov](mailto:mwegwerth@grandrapidsmn.gov)

Subject: IFE for Consultant Construction Administration Services  
Taxiway A - Phase 2 Reconstruction (North Portion)  
Grand Rapids / Itasca County Airport, Grand Rapids, Minnesota

Dear Mr. Wegwerth:

Thank you for the opportunity to serve the Grand Rapids / Itasca County Airport. Becher Hoppe has completed an Independent Fee Estimate for the subject project per the Agreement dated June 9, 2026. Deliverables include this letter and attachments.

Becher-Hoppe Associates, Inc. was not considered in competition for these Professional Services and has no interest in the design of these facilities. Becher-Hoppe Associates, Inc. has been actively involved in the design and construction of aviation facilities in the State of Wisconsin for over 70 years and is familiar with the processes and requirements of the Federal Aviation Administration regarding grant funding and the associated Sponsor Assurances.

Becher-Hoppe has evaluated the consultant's Scope of Work for the subject project, included as Attachment A. We have estimated the level of effort by employee labor classification for each scope task and estimated a fee range for the project scope based on the estimated regional consultant wage rates, and consultant overhead rate as provided. Those estimates are included on spreadsheet Attachment B.

The estimated range of consultant fees for the subject project is \$324,400 to \$396,400.

If you have questions or would like to discuss this IFE in more detail, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Randy Van Natta". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Randy Van Natta, PE, FACEC  
Senior Consultant

Attachments: Attachment A – Consultant's Scope of Work  
Attachment B – Estimated Effort and Fee Spreadsheet



This scope of engineering services includes construction administration, construction observation, reporting and closeout services, as well as public outreach and project management.

Construction is anticipated to occur in summer and autumn of 2027, with a total construction time of approximately 35 consecutive calendar days as described in the Project Manual.

Engineering consultant services will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in accordance with Advisory Circular (AC) 150/5100-14E, *Architectural, Engineering, and Planning Consulting Services for Airport Grant Projects*.

**Project Deliverables** – The project deliverables of this scope include the following:

1. Construction Administration Services
2. Construction Observation
3. Material Testing
4. FAA Reporting and Project Closeout
5. Public Outreach and Project Management.

**This work scope includes:**

**Work Element 1: Construction Administration Services**

**Task 1.1 – Scope Development** – Short Elliott Hendrickson (SEH and/or its Subconsultant(s)) will coordinate with the City of Grand Rapids and the Grand Rapids-Itasca County Airport (GPZ) (Sponsor) to develop the appropriate scope of consultant services for this project. Scope development will include coordination with the FAA for scope review, fee proposal development, and contract negotiations. This includes efforts by SEH to obtain scope and fee estimates for subconsultant work, including quality assurance testing.

Scope development is estimated to include up to two (2) meetings to establish alignment between the FAA, MnDOT Office of Aeronautics, City of Grand Rapids, GPZ, and SEH (estimated as 4 hours each for an SEH Principal and Project Manager/Professional Engineer).

**Task 1.2 – Project Administration Services** – SEH engineering staff, CADD personnel, and administrative staff will assist the construction project team as necessary during construction in response to requests for information, plan or specification clarifications, change orders, and other issues that may arise. Other administrative tasks include project setup and invoicing, bi-weekly internal meetings (estimated as four (4) meetings), progress reports, subconsultant coordination, and contract management.

**Task 1.3 – Construction Management Plan (CMP)** – SEH will obtain the Contractor’s Quality Control Plan (QCP) and complete a thorough review of the document for completeness. Any recommended revisions or updates will be submitted to the Contractor. Following review of the QCP, SEH will update the draft CMP by extracting data from the QCP and combining it with Sponsor and Engineer information for project responsibilities. A final CMP will be submitted to the Sponsor and FAA for approval.

**Task 1.4 – Preparation of Project Files** – SEH will develop construction contracts, review the Contractor’s bonding information, and ensure that all insurance requirements have been met. SEH will coordinate routing and signature of the construction contracts by the Sponsor and the Contractor. Plans, contract documents, and technical specifications will

be updated to include all addenda items issued during bidding. SEH will ensure that the Contractor is supplied with adequate copies of the construction plans and project manual.

**Task 1.5 – Establish Survey Control** – SEH will establish the necessary horizontal and vertical control for construction staking for the project. (The Contractor is required to provide the subsequent construction staking.)

**Task 1.6 – Pre-Construction Activities** – SEH will conduct one (1) coordination meeting in the spring of 2027 to plan for construction in summer/autumn of 2027. The purpose of the coordination meeting will be to organize submittals, schedules, and work flow for the 2027 construction season.

SEH will then conduct one (1) pre-construction meeting, including the development/distribution of the related agenda, participant notifications, and meeting summary. Invitees will include the Sponsor, FAA, MnDOT Office of Aeronautics, Contractor, Subcontractors, SEH (Project Manager/Professional Engineer and Resident Project Representative(s) (RPR)), and Subconsultants (electrical engineer and material testing firm). Meeting topics will include project requirements, administrative procedures, airport disruptions, taxiway closure procedures, schedules, project responsibilities and communication, Contractor submittals, and other related FAA and MnDOT Office of Aeronautics requirements, as necessary.

**Task 1.7 – Permit Coordination** – SEH will coordinate and review all applicable permits related to the project construction. This includes, at a minimum, the MPCA General Stormwater Permit for Construction Activity.

**Task 1.8 – Submittal and Shop Drawing Review** – SEH will review product and material data, shop drawings, bituminous material testing and bituminous mix design, material samples, and other items required to be submitted by the Contractor.

**Task 1.9 – Progress Meetings** – SEH will conduct weekly construction progress meetings while project construction is being performed on the airfield (estimated as four (4) meetings during the period of construction). The progress meetings will be attended by SEH staff, including the Project Manager/Professional Engineer, RPR, and other staff as needed or required.

**Task 1.10 – Pre-Paving Conference** – SEH will one conduct one (1) pre-paving conference as required in part of Section 100 “Quality Control Program” of the Project Manual. The pre-paving conference will address Quality Control and Quality Assurance requirements of the project specifications.

**Task 1.11 – Review of Quality Control Testing** – All quality control test results performed by the Contractor will be monitored on a daily basis and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review all quality control testing performed by the Contractor for compliance with the specifications. This will be conducted prior to submission to the FAA. Should any additional testing need to be accomplished, this will be coordinated with the Contractor who will be responsible for completion.

**Task 1.12 – Review of Quality Assurance Testing** – All quality assurance test results performed by the material testing subconsultant will be monitored on a daily basis and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review final quality assurance testing for compliance with the specifications. This will be conducted prior to submission to the FAA. Should any additional testing need to be

accomplished, this will be coordinated with the subconsultant who will be responsible for completion.

**Task 1.13 – Review of Contractor Payroll Forms** – SEH will review weekly payroll reporting by the Contractor to ensure that wage rates comply with the requirements of the federal and state wage rates for the work being performed. The RPR will conduct compliance monitoring of the Contractor’s Davis-Bacon Act contractual obligations, including recording the Contractor/Subcontractor employees, type of work being completed, and conducting random interviews.

**Task 1.14 – Calculate Construction Quantities** – SEH will review quantities with the Contractor on a weekly basis. Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process. Periodic cost estimates will be developed by SEH to ensure compliance with the overall project budget.

**Task 1.15 – Contractor Pay Applications** – SEH will prepare partial pay applications once each month during construction, a final pay application including final agreed upon quantities for all work components, and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications.

**Task 1.16 – Daily Reports** – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes.

**Task 1.17 – Weekly Reports** – SEH will prepare a weekly status report using the FAA’s standard form. The report will be developed by the RPR, reviewed by the Project Manager/Professional Engineer, and submitted to the Sponsor, FAA, and MnDOT Office of Aeronautics via electronic submittal (PDF).

**Task 1.18 – Change Orders / Supplemental Agreements** – SEH will review and provide recommendations to the Sponsor of proposed changes to the contract documents, technical specifications, and plans. As necessary, SEH will issue supplemental details, design data, drawings, and modifications to the Contractor for change order pricing. The Project Manager/Professional Engineer will prepare change orders/supplemental agreements. All Change Orders and Supplemental Agreements require FAA approval prior to being issued. In the case where new materials may be required in addition to those in the bid documents, new bid items will be added to the project and a Request for Pricing from the Contractor will be proposed.

**Task 1.19 – Final Inspection and Punchlist** – SEH will conduct a final inspection after completion of the construction. SEH will issue notifications and prepare a punchlist of any outstanding items requiring correction. A tracking document will be prepared and progress on the punchlist items will be recorded until all issues are resolved.

**Task 1.20 – Record Drawings** – SEH will utilize Contractor and engineering drawings made during construction to complete record drawings for the project. The record drawings will incorporate any modifications or additions/subtractions that occurred during construction. Three (3) final plan sets will be plotted and distributed to the Airport Commission for

records. Electronic (PDF) copies of the record drawings will be provided to GPZ, MnDOT Office of Aeronautics, and FAA.

**Task 1.21 – Final Quality Control / Quality Assurance Summary** – SEH will prepare and submit the final QC/QA summary for the project.

**Task 1.22 – Update Airport Layout Plan (ALP)** – SEH will complete an update to the GPZ ALP to reflect any project-related as-built conditions.

**Task 1.23 – Warranty Inspection Site Visit** – SEH will complete a warranty inspection site visit prior to the expiration of the warranty period to identify and document any issues to be resolved by the Contractor as part of the warranty guarantee.

### **Work Element 2: Construction Observation**

Construction expected to occur during normal construction hours of 7:00 AM until 7:00 PM. To correspond with the scope of work and the project schedule, construction observation services are anticipated to include a full-time RPR, a supportive RPR during peak periods of construction, and a Professional Engineer on a periodic basis, as calculated:

A **full-time RPR #1** will be on-site for the full period of construction (estimated as 72 hours/week for five (5) weeks) as well as for two (2) weeks before and after construction for preparatory and final cleanup (estimated as 40 hours/week for four (4) weeks).

A **supportive RPR #2** will be on site during peak periods of construction, such as during removals and paving (estimated as 12 hours/day for 12 days).

A **Professional Engineer** will provide periodic construction observation during critical elements of the work (estimated as 60 hours over the duration of project construction).

**Task 2.1 – Construction Observation** – SEH will provide daily construction observation for the duration of construction. This project is projected to occur for 35 consecutive calendar days during the summer/autumn of 2027. RPRs and the Project Manager/Project Engineer, according to the schedule above, will be available to assist in ensuring that construction is performed in accordance with contract documents. The RPRs will document and record construction progress through a daily journal. A collective weekly progress report will be developed at the end of each week and submitted to the Sponsor, FAA, MnDOT Office of Aeronautics, and other individuals/organizations.

Construction observation by on-site engineering staff will also include monitoring the Contractor’s schedule, safety plan implementation, security plan compliance, adherence to technical specifications, project drawings preparation, and general coordination. This includes up to three (3) drone flights to observe project conditions before/during/after construction.

**Task 2.2 – Construction Coordination** – The Project Manager/Professional Engineer will make periodic site visits to assist the Sponsor and on-site engineering staff with construction coordination and for the review of construction activities.

### **Work Element 3: FAA Reporting and Project Closeout**

**Task 3.1 – FAA Quarterly Report** – SEH will complete the required FAA quarterly reports, starting with grant acceptance and continuing through grant closeout.

**Task 3.2 – FAA Closeout Report** – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work.

**Task 3.3 – Project Closeout** – SEH will work with the Contractor to ensure that all necessary closeout documents are submitted by the Contractor. These include, but are

not limited to, IC-134 documentation, lien waivers, wage rate compliance, and other documentation as identified in the specifications.

**Work Element 4: Public Outreach and Project Management**

The tasks described below include public outreach and overall project management associated with Work Elements 1 through 3.

**Task 4.1 – City of Grand Rapids City Council Meetings** – SEH will attend City Council Meetings to provide project updates as requested (estimated as three (3) meetings).

**Task 4.2 – Public Outreach Plan** – SEH will prepare a detailed public outreach plan which will identify airport stakeholders and best methods of outreach (direct meetings, email updates, construction notices, etc.), as well as the relevant project information to be shared.

**Task 4.3 – Project Management** – SEH will provide overall project management services, including project coordination and administration, Sponsor and agency communication, internal meetings, airport stakeholder coordination, subconsultant oversight, progress reports, and budget updates.

**Subconsultants** – Subconsultants performing work under this proposal include the following:

1. Braun Intertec, Inc. for quality assurance material testing.
2. Barr Engineering for observation and inspection of airfield electrical systems.

**ATTACHMENT B  
GRAND RAPIDS - ITASCA COUNTY AIRPORT (GPZ)  
TAXIWAY A (NORTH) RECONSTRUCTION PHASE 2 - CONSTRUCTION ADMINISTRATION**

**ESTIMATED FEES AND EXPENSES  
(CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT)**

Task No.	Task Description	Principal	Project Manager/ Professional Engineer	Project Engineer/ Full-Time RPR #1	Project Engineer/ Supportive RPR #2	Senior CAD Technician	Survey Crew Chief	Instrument Operator	Aviation Planner	Admin Technician
<b>Construction Administration Services</b>										
1.1	Scope Development	12	16						8	2
1.2	Project Administration Services	8	12						8	4
1.3	Construction Management Plan (CMP)		1	4						
1.4	Preparation of Project Files		4	12	12					2
1.5	Establish Survey Control		2	4		8	12	12		
1.6	Pre-Construction Activities		12	10	10	6				
1.7	Permit Coordination		2	4		2			1	
1.8	Submittal and Shop Drawing Review		2	12	12					
1.9	Progress Meetings		22	4	4	4			2	
1.10	Pre-Paving Conference		2	2	2					
1.11	Review of Quality Control Testing		4	4						
1.12	Review of Quality Assurance Testing		4	4						
1.13	Review of Contractor Payroll Forms		2	12	12					
1.14	Calculate Construction Quantities		4	16	12	8				
1.15	Contractor Pay Applications		4	10						4
1.16	Daily Reports		5	25	12					
1.17	Weekly Reports		2	5	4					
1.18	Change Orders / Supplemental Agreements	2	4	12	4	16				2
1.19	Final Inspection and Punchlist		10	12						
1.20	Record Drawings	1	4	12	4	16	2	2		
1.21	Final Quality Control/Quality Assurance Summary	1	2	4						2
1.22	Update Airport Layout Plan (ALP)		4			24			8	
1.23	Warranty Inspection Site Visit		4	10						
<b>Construction Observation</b>										
2.1	Construction Observation		60	520	144					
2.2	Construction Coordination	8	40							
<b>FAA Reporting and Project Closeout</b>										
3.1	FAA Quarterly Reports		4							
3.2	FAA Closeout Report		4	4						
3.3	Project Closeout	4	4	4						
<b>Public Outreach and Project Management</b>										
4.1	Grand Rapids City Council Meetings	4	4						4	
4.2	Public Outreach Plan		4	2		4			6	4
4.3	Project Management	12	32						4	
<b>Total hours per labor category</b>		<b>52</b>	<b>280</b>	<b>708</b>	<b>232</b>	<b>88</b>	<b>14</b>	<b>14</b>	<b>41</b>	<b>20</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Principal	52	\$90.30	\$4,695.60
Project Manager/ProfessionalEngineer	280	\$77.70	\$21,756.00
Project Engineer/Full-TimeRPR #1	708	\$54.60	\$38,656.80
Project Engineer/SupportiveRPR #2	232	\$47.30	\$10,973.60
Senior CAD Technician	88	\$50.40	\$4,435.20
Survey Crew Chief	14	\$48.90	\$684.60
Instrument Operator	14	\$41.80	\$585.20
Aviation Planner	41	\$74.60	\$3,058.60
Admin Technician		\$20.00	\$36.00

Total Direct Labor Costs: 1,449 \$85,581.60  
 Direct Salary Costs plus Overhead \$163,529.32

**Total Labor Costs \$249,110.92**

**Fee (15%) on Total Labor Costs: \$37,366.64**

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension	
Quality Assurance Material Testing Subconsultant - Braun Intertec	1	\$25,000.00	\$25,000.00	Estimated
Electrical Engineering Subconsultant - Barr Engineering	1	\$15,000.00	\$15,000.00	Estimated
Drone Flights	3	\$600.00	\$1,800.00	
Employee Mileage	8440	\$0.72	\$6,076.80	
Employee Per Diem	69	\$200.00	\$13,800.00	
Computer Charge	1,449	\$6.00	\$8,694.00	
Employee Auto Allowance	69	\$16.00	\$1,104.00	
Survey Equipment - Total Station	14	\$50.00	\$700.00	
Survey Equipment - GPS	14	\$50.00	\$700.00	
Reproductions / Miscellaneous	1	\$1,000.00	\$1,000.00	

**Total Expenses \$73,874.80**

**SUMMARY:**

Total Labor Costs + Expenses + Fee \$360,352.36

**Estimated Total \$360,400.00**

**Estimated Fee Range = \$324,400 TO \$396,400**

Agreement for Professional Services

This Agreement is effective as of June 22, 2026, between City of Grand Rapids (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: **2026 Taxiway A (North) Reconstruction – Phase 2**

Client’s Authorized Representative: Matt Wegwerth
Address: 420 North Pokegama Ave., Grand Rapids, MN 55744
Telephone: 218.326.7625 Email: mwegerth@grandrapidsmn.gov

Project Manager: Lindsay Reidt
Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110
Telephone: 763.370.4055 Email: lreidt@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement. See Attachment A.

Schedule: See Attachment A.

Payment: The lump sum fee is \$295,000 including expenses and equipment.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the “Agreement”) supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under “Other Terms and Conditions”. The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.
By: [Signature]
Full Name: Shawn McMahon
Title: Principal

City of Grand Rapids
By:
Full Name:
Title:

**Exhibit A-2****Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

## General Conditions

### SECTION I – SERVICES OF CONSULTANT

#### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

#### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

#### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, no less than Consultant's standard rates.
3. The Consultant shall not be required to sign any documents, no matter by whom requested, that require a certification, guarantee, or warranty of conditions not fully known to be true or accurate by the Consultant, or that would impose liability beyond the scope of this Agreement. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification, guarantee, or warranty.

#### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deeds; and other land use restrictions; as-built drawings; and electronic databases and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide written notice to Consultant within seven (7) days of when the Client observes or otherwise becomes aware of any changes in the Project or any defect or alleged defect in Consultant's Services. Client shall examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant within ten (10) business days of receipt and render the necessary decisions and instructions in writing so that Consultant may provide Services in a timely manner. Client's failure to provide timely notice of defects or timely review and approval shall constitute a waiver of any claims related to such defects or delays caused by late review.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others directed or hired by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or others directed or hired by the Client.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions regarding the Project. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

### SECTION III – PAYMENTS

#### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to suspend performance of Services and to retain deliverables and Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of suspending Services or withholding deliverables or Instruments of Service until all invoices are paid in full, and Client shall be responsible for any additional costs incurred by Consultant due to such suspension and subsequent remobilization. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

### SECTION IV – GENERAL CONSIDERATIONS

#### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work. Site Safety is the responsibility of the contractor.

3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.
- B. Environmental Issues**
1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.
  2. Client agrees that it will waive any claim against Consultant related to severe weather events that exceed those addressed by existing codes and standards. Consultant's sole liability will be based on actual damages to the extent caused by Consultant's failure to meet applicable codes. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Consultant's original interpretation through no fault of Consultant and that additional costs necessary to conform to such changes or interpretations after execution of this Agreement may be subject to an equitable adjustment in Consultant's compensation and schedule.
  3. If hazardous substances are found on the project site, then Consultant may stop work until Client has remediated the site.
- C. Limitations on Liability**
1. To the fullest extent permitted by law, Consultant's total liability to Client for any and all claims, losses, or damages arising out of or related to this Agreement or the Project, whether based on negligence, errors, omissions, strict liability, breach of contract, or warranty, shall not exceed the lesser of (i) the total compensation paid to Consultant under this Agreement or (ii) \$500,000. If Client requests higher limits, such change must be agreed to in writing, and Consultant's fee shall increase by at least 1% for each additional \$500,000 of liability, up to a maximum limit of \$5,000,000.
  2. To the extent permitted by applicable law, neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by unforeseen severe weather events, breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
  3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
  4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than the earliest of: (a) the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion; (b) the date of issuance of Consultant's final invoice for acts or failures to act occurring after Substantial Completion; or (c) the date when Consultant's Services are substantially completed. The parties acknowledge that this provision may shorten the time period otherwise available under applicable law for bringing claims, and each party knowingly and voluntarily agrees to this shortened limitations period. This provision shall not apply to claims for fraud, willful misconduct, or intentional misrepresentation. Notwithstanding the foregoing, in no event shall any claim be brought more than two (2) years after the cause of action has accrued as defined herein, regardless of when the injury or damage is discovered.
  5. The parties agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits covered by any insurance applicable to the Project or the site upon which the Project is located.
- D. Assignment**
1. Aside from Consultant's assignment of amounts owed under this Agreement, neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement with prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.
- E. Dispute Resolution**
1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise in writing.
  2. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.
  3. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

## SECTION V – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CADD files or documents unless specifically agreed to in writing as part of this Agreement.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. To the extent permitted by law, any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**ATTACHMENT A**  
**Grand Rapids – Itasca County Airport (GPZ)**  
**Taxiway A (North) Reconstruction Phase 2 – Construction Admin.**  
**Scope of Work**  
**(Construction Administration, Observation, and Closeout)**

**General** – The existing taxiway is at the end of its useful life and the FFY 2025 project was the design of the reconstruction of the north end of the taxiway. This phase is the construction portion. The 2022 PCI for parallel Taxiway A ranged from 61 to 50. The proposed project would consist of removing the existing bituminous pavement, removing non-suitable aggregate base material, evaluating and repairing subsurface failure, making necessary grade adjustments, and installing new aggregate base and bituminous pavement. The installation of drain tile is anticipated along the taxiway edges. New LED taxiway edge lighting, including base cans, conduit, wire, and airfield guidance signs will also be included. The south portion of the taxiway will be reconstructed in 2026 with a FFY 2025 grant.

A planning study was completed to mitigate direct access from the apron to the Runway 16 end through the parallel taxiway, and the hold position angle on Taxiway A near the end of Runway 5. Based on the results of the planning study, Runway 5 is proposed to be extended by 50 feet to maintain design standards for aircraft holding on Taxiway A at the runway threshold.

Proposed project limits are included in **Figure 1**.

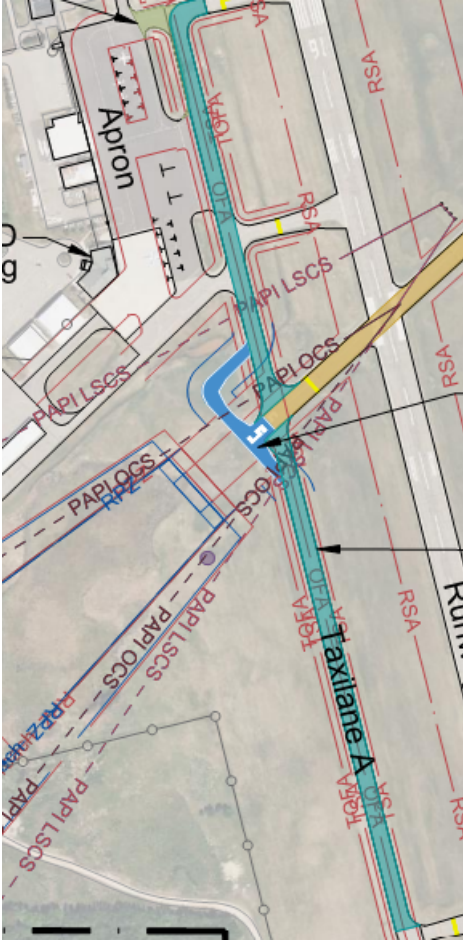


Figure 1 – Phase 2 Project Limits

This scope of engineering services includes construction administration, construction observation, reporting and closeout services, as well as public outreach and project management.

Construction is anticipated to occur in summer and autumn of 2027, with a total construction time of approximately 35 consecutive calendar days as described in the Project Manual.

Engineering consultant services will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in accordance with Advisory Circular (AC) 150/5100-14E, *Architectural, Engineering, and Planning Consulting Services for Airport Grant Projects*.

**Project Deliverables** – The project deliverables of this scope include the following:

1. Construction Administration Services
2. Construction Observation
3. Material Testing
4. FAA Reporting and Project Closeout
5. Public Outreach and Project Management.

**This work scope includes:**

**Work Element 1: Construction Administration Services**

**Task 1.1 – Scope Development** – Short Elliott Hendrickson (SEH and/or its Subconsultant(s)) will coordinate with the City of Grand Rapids and the Grand Rapids-Itasca County Airport (GPZ) (Sponsor) to develop the appropriate scope of consultant services for this project. Scope development will include coordination with the FAA for scope review, fee proposal development, and contract negotiations. This includes efforts by SEH to obtain scope and fee estimates for subconsultant work, including quality assurance testing.

Scope development is estimated to include up to two (2) meetings to establish alignment between the FAA, MnDOT Office of Aeronautics, City of Grand Rapids, GPZ, and SEH (estimated as 4 hours each for an SEH Principal and Project Manager/Professional Engineer).

**Task 1.2 – Project Administration Services** – SEH engineering staff, CADD personnel, and administrative staff will assist the construction project team as necessary during construction in response to requests for information, plan or specification clarifications, change orders, and other issues that may arise. Other administrative tasks include project setup and invoicing, bi-weekly internal meetings (estimated as four (4) meetings), progress reports, subconsultant coordination, and contract management.

**Task 1.3 – Construction Management Plan (CMP)** – SEH will obtain the Contractor's Quality Control Plan (QCP) and complete a thorough review of the document for completeness. Any recommended revisions or updates will be submitted to the Contractor. Following review of the QCP, SEH will update the draft CMP by extracting data from the QCP and combining it with Sponsor and Engineer information for project responsibilities. A final CMP will be submitted to the Sponsor and FAA for approval.

**Task 1.4 – Preparation of Project Files** – SEH will develop construction contracts, review the Contractor's bonding information, and ensure that all insurance requirements have been met. SEH will coordinate routing and signature of the construction contracts by the Sponsor and the Contractor. Plans, contract documents, and technical specifications will

be updated to include all addenda items issued during bidding. SEH will ensure that the Contractor is supplied with adequate copies of the construction plans and project manual.

- Task 1.5 – Establish Survey Control** – SEH will establish the necessary horizontal and vertical control for construction staking for the project. (The Contractor is required to provide the subsequent construction staking.)
- Task 1.6 – Pre-Construction Activities** – SEH will conduct one (1) coordination meeting in the spring of 2027 to plan for construction in summer/autumn of 2027. The purpose of the coordination meeting will be to organize submittals, schedules, and work flow for the 2027 construction season.
- SEH will then conduct one (1) pre-construction meeting, including the development/distribution of the related agenda, participant notifications, and meeting summary. Invitees will include the Sponsor, FAA, MnDOT Office of Aeronautics, Contractor, Subcontractors, SEH (Project Manager/Professional Engineer and Resident Project Representative(s) (RPR)), and Subconsultants (electrical engineer and material testing firm). Meeting topics will include project requirements, administrative procedures, airport disruptions, taxiway closure procedures, schedules, project responsibilities and communication, Contractor submittals, and other related FAA and MnDOT Office of Aeronautics requirements, as necessary.
- Task 1.7 – Permit Coordination** – SEH will coordinate and review all applicable permits related to the project construction. This includes, at a minimum, the MPCA General Stormwater Permit for Construction Activity.
- Task 1.8 – Submittal and Shop Drawing Review** – SEH will review product and material data, shop drawings, bituminous material testing and bituminous mix design, material samples, and other items required to be submitted by the Contractor.
- Task 1.9 – Progress Meetings** – SEH will conduct weekly construction progress meetings while project construction is being performed on the airfield (estimated as four (4) meetings during the period of construction). The progress meetings will be attended by SEH staff, including the Project Manager/Professional Engineer, RPR, and other staff as needed or required.
- Task 1.10 – Pre-Paving Conference** – SEH will one conduct one (1) pre-paving conference as required in part of Section 100 “Quality Control Program” of the Project Manual. The pre-paving conference will address Quality Control and Quality Assurance requirements of the project specifications.
- Task 1.11 – Review of Quality Control Testing** – All quality control test results performed by the Contractor will be monitored on a daily basis and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review all quality control testing performed by the Contractor for compliance with the specifications. This will be conducted prior to submission to the FAA. Should any additional testing need to be accomplished, this will be coordinated with the Contractor who will be responsible for completion.
- Task 1.12 – Review of Quality Assurance Testing** – All quality assurance test results performed by the material testing subconsultant will be monitored on a daily basis and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review final quality assurance testing for compliance with the specifications. This will be conducted prior to submission to the FAA. Should any additional testing need to be

accomplished, this will be coordinated with the subconsultant who will be responsible for completion.

**Task 1.13 – Review of Contractor Payroll Forms** – SEH will review weekly payroll reporting by the Contractor to ensure that wage rates comply with the requirements of the federal and state wage rates for the work being performed. The RPR will conduct compliance monitoring of the Contractor's Davis-Bacon Act contractual obligations, including recording the Contractor/Subcontractor employees, type of work being completed, and conducting random interviews.

**Task 1.14 – Calculate Construction Quantities** – SEH will review quantities with the Contractor on a weekly basis. Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process. Periodic cost estimates will be developed by SEH to ensure compliance with the overall project budget.

**Task 1.15 – Contractor Pay Applications** – SEH will prepare partial pay applications once each month during construction, a final pay application including final agreed upon quantities for all work components, and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications.

**Task 1.16 – Daily Reports** – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes.

**Task 1.17 – Weekly Reports** – SEH will prepare a weekly status report using the FAA's standard form. The report will be developed by the RPR, reviewed by the Project Manager/Professional Engineer, and submitted to the Sponsor, FAA, and MnDOT Office of Aeronautics via electronic submittal (PDF).

**Task 1.18 – Change Orders / Supplemental Agreements** – SEH will review and provide recommendations to the Sponsor of proposed changes to the contract documents, technical specifications, and plans. As necessary, SEH will issue supplemental details, design data, drawings, and modifications to the Contractor for change order pricing. The Project Manager/Professional Engineer will prepare change orders/supplemental agreements. All Change Orders and Supplemental Agreements require FAA approval prior to being issued. In the case where new materials may be required in addition to those in the bid documents, new bid items will be added to the project and a Request for Pricing from the Contractor will be proposed.

**Task 1.19 – Final Inspection and Punchlist** – SEH will conduct a final inspection after completion of the construction. SEH will issue notifications and prepare a punchlist of any outstanding items requiring correction. A tracking document will be prepared and progress on the punchlist items will be recorded until all issues are resolved.

**Task 1.20 – Record Drawings** – SEH will utilize Contractor and engineering drawings made during construction to complete record drawings for the project. The record drawings will incorporate any modifications or additions/subtractions that occurred during construction. Three (3) final plan sets will be plotted and distributed to the Airport Commission for records. Electronic (PDF) copies of the record drawings will be provided to GPZ, MnDOT Office of Aeronautics, and FAA.

**Task 1.21 – Final Quality Control / Quality Assurance Summary** – SEH will prepare and submit the final QC/QA summary for the project.

**Task 1.22 – Update Airport Layout Plan (ALP)** – SEH will complete an update to the GPZ ALP to reflect any project-related as-built conditions.

**Task 1.23 – Warranty Inspection Site Visit** – SEH will complete a warranty inspection site visit prior to the expiration of the warranty period to identify and document any issues to be resolved by the Contractor as part of the warranty guarantee.

**Work Element 2: Construction Observation**

Construction expected to occur during normal construction hours of 7:00 AM until 7:00 PM. To correspond with the scope of work and the project schedule, construction observation services are anticipated to include a full-time RPR, a supportive RPR during peak periods of construction, and a Professional Engineer on a periodic basis, as calculated:

A **full-time RPR #1** will be on-site for the full period of construction (estimated as 72 hours/week for five (5) weeks) as well as for two (2) weeks before and after construction for preparatory and final cleanup (estimated as 40 hours/week for four (4) weeks).

A **supportive RPR #2** will be on site during peak periods of construction, such as during removals and paving (estimated as 12 hours/day for 12 days).

A **Professional Engineer** will provide periodic construction observation during critical elements of the work (estimated as 60 hours over the duration of project construction).

**Task 2.1 – Construction Observation** – SEH will provide daily construction observation for the duration of construction. This project is projected to occur for 35 consecutive calendar days during the summer/autumn of 2027. RPRs and the Project Manager/Project Engineer, according to the schedule above, will be available to assist in ensuring that construction is performed in accordance with contract documents. The RPRs will document and record construction progress through a daily journal. A collective weekly progress report will be developed at the end of each week and submitted to the Sponsor, FAA, MnDOT Office of Aeronautics, and other individuals/organizations.

Construction observation by on-site engineering staff will also include monitoring the Contractor's schedule, safety plan implementation, security plan compliance, adherence to technical specifications, project drawings preparation, and general coordination. This includes up to three (3) drone flights to observe project conditions before/during/after construction.

**Task 2.2 – Construction Coordination** – The Project Manager/Professional Engineer will make periodic site visits to assist the Sponsor and on-site engineering staff with construction coordination and for the review of construction activities.

**Work Element 3: FAA Reporting and Project Closeout**

**Task 3.1 – FAA Quarterly Report** – SEH will complete the required FAA quarterly reports, starting with grant acceptance and continuing through grant closeout.

**Task 3.2 – FAA Closeout Report** – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work.

**Task 3.3 – Project Closeout** – SEH will work with the Contractor to ensure that all necessary closeout documents are submitted by the Contractor. These include, but are not limited to, IC-134 documentation, lien waivers, wage rate compliance, and other documentation as identified in the specifications.

**Work Element 4: Public Outreach and Project Management**

The tasks described below include public outreach and overall project management associated with Work Elements 1 through 3.

**Task 4.1 – City of Grand Rapids City Council Meetings** – SEH will attend City Council Meetings to provide project updates as requested (estimated as three (3) meetings).

**Task 4.2 – Public Outreach Plan** – SEH will prepare a detailed public outreach plan which will identify airport stakeholders and best methods of outreach (direct meetings, email updates, construction notices, etc.), as well as the relevant project information to be shared.

**Task 4.3 – Project Management** – SEH will provide overall project management services, including project coordination and administration, Sponsor and agency communication, internal meetings, airport stakeholder coordination, subconsultant oversight, progress reports, and budget updates.

**Subconsultants** – Subconsultants performing work under this proposal include the following:

1. Braun Intertec, Inc. for quality assurance material testing.
2. Barr Engineering for observation and inspection of airfield electrical systems.

**ATTACHMENT B  
GRAND RAPIDS - ITASCA COUNTY AIRPORT (GPZ)  
TAXIWAY A (NORTH) RECONSTRUCTION PHASE 2 - CONSTRUCTION ADMINISTRATION**

**ESTIMATED FEES AND EXPENSES  
(CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT)**

Task No.	Task Description	Principal	Project Manager/ Professional Engineer	Project Engineer/ Full-Time RPR #1	Project Engineer/ Supportive RPR #2	Senior CAD Technician	Survey Crew Chief	Instrument Operator	Aviation Planner	Admin Technician
<b>Construction Administration Services</b>										
1.1	Scope Development	12	12	4					2	2
1.2	Project Administration Services	8	10	4					2	2
1.3	Construction Management Plan (CMP)		2	2						
1.4	Preparation of Project Files		2	8		8				
1.5	Establish Survey Control		2	4		4	8	8		
1.6	Pre-Construction Activities		12	10	4	4				
1.7	Permit Coordination		2	4		2			2	
1.8	Submittal and Shop Drawing Review		2	8	2					
1.9	Progress Meetings		20	8	4					
1.10	Pre-Paving Conference		2	2	2					
1.11	Review of Quality Control Testing		1	2						
1.12	Review of Quality Assurance Testing		1	2						
1.13	Review of Contractor Payroll Forms		2	5	10					
1.14	Calculate Construction Quantities		4	5	5	4				
1.15	Contractor Pay Applications		6	5						4
1.16	Daily Reports		4	10	5					
1.17	Weekly Reports		4	5	2					
1.18	Change Orders / Supplemental Agreements		4	4		4				2
1.19	Final Inspection and Punchlist		8	8	2					
1.20	Record Drawings	1	4	12	5	16	2	2		
1.21	Final Quality Control/Quality Assurance Summary	1	2	4						2
1.22	Update Airport Layout Plan (ALP)		2			16			8	
1.23	Warranty Inspection Site Visit		4	8						
<b>Construction Observation</b>										
2.1	Construction Observation			520	144					
2.2	Construction Coordination	4	50			6				
<b>FAA Reporting and Project Closeout</b>										
3.1	FAA Quarterly Reports		2							
3.2	FAA Closeout Report		2	4						
3.3	Project Closeout		4	8					2	
<b>Public Outreach and Project Management</b>										
4.1	Grand Rapids City Council Meetings		2						2	
4.2	Public Outreach Plan		4	4		6			4	4
4.3	Project Management	4	24						8	
<b>Total hours per labor category</b>		<b>30</b>	<b>200</b>	<b>660</b>	<b>185</b>	<b>70</b>	<b>10</b>	<b>10</b>	<b>30</b>	<b>16</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Principal	30	\$89.77	\$2,693.10
Project Manager/ProfessionalEngineer	200	\$60.93	\$12,186.00
Project Engineer/Full-TimeRPR #1	660	\$55.05	\$36,333.00
Project Engineer/SupportiveRPR #2	185	\$56.05	\$10,369.25
Senior CAD Technician	70	\$52.90	\$3,703.00
Survey Crew Chief	10	\$48.96	\$489.60
Instrument Operator	10	\$48.96	\$489.60
Aviation Planner	30	\$84.51	\$2,535.30
Admin Technician	16	\$38.82	\$621.12
<b>Total Direct Labor Costs:</b>	<b>1,211</b>		<b>\$69,419.97</b>
Direct Salary Costs plus Overhead			\$133,994.43
<b>Total Labor Costs</b>			<b>\$203,414.40</b>
<b>Fee (15%) on Total Labor Costs:</b>			<b>\$30,512.16</b>

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Quality Assurance Material Testing Subconsultant - Braun Intertec	1	\$20,884.00	\$20,884.00
Electrical Engineering Subconsultant - Barr Engineering	1	\$10,500.00	\$10,500.00
Drone Flights	3	\$500.00	\$1,500.00
Employee Mileage	7500	\$0.725	\$5,437.50
Employee Per Diem	60	\$200.00	\$12,000.00
Computer Charge	1,211	\$6.50	\$7,871.50
Employee Auto Allowance	60	\$16.00	\$960.00
Survey Equipment - Total Station	10	\$45.00	\$450.00
Survey Equipment - GPS	10	\$45.00	\$450.00
Reproductions / Miscellaneous	1	\$1,000.00	\$1,000.00
<b>Total Expenses</b>			<b>\$61,053.00</b>

**SUMMARY:**

Total Labor Costs + Expenses + Fee	\$294,979.56
<b>Estimated Total</b>	<b>\$295,000.00</b>

June 11, 2026

Ms. Lindsay Reidt, PE  
**SHORT, ELLIOTT, HENDRICKSON, INC.**  
3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

**RE: GRAND RAPIDS, MN AIRPORT (GPZ) – TAXIWAY A, PHASE 2 PROJECT  
PROPOSAL FOR CONSTRUCTION PHASE ELECTRICAL ENGINEERING SERVICES**

Dear Lindsay:

Thank you for contacting us regarding electrical engineering services for the construction phase of Grand Rapids (GPZ) Taxiway A – Phase 2 project. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the construction phase of the project.

**PROJECT DESCRIPTION**

This proposal is for Construction Support for the GPZ – Taxiway A, Phase 2 project.

This proposal is intended to outline our scope of service for Construction Support Services for the project, as outlined further below. We understand that the construction is anticipated to take place in 2027, so we have made allowances for anticipated future labor rates in our proposal.

**SCOPE OF SERVICES**

In support of your efforts, Barr proposes to provide the following subconsultant services to Short, Elliott, Hendrickson (SEH):

1. Respond to questions and RFI's throughout the construction phase of the project.
2. Review contractor submittals relative to the electrical systems for the project.
3. Attend the pre-construction meeting in person.
4. Attend construction progress meetings via teams or zoom.
5. Provide one (1) interim site visit to observe construction and provide a memorandum documenting our observations.

6. Final walk-through to observe construction and provide a memorandum and punch list items, as necessary.
7. Provide review of O&M manuals and input for record drawings as needed.

**PROPOSED FEE**

Barr Engineering proposes to provide the outlined scope of services to SEH on an hourly basis to a budget limit of \$10,500.

Services are billed monthly according to the work complete. Reimbursables such as automobile mileage are included in the total above.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

**BARR ENGINEERING CO.**



Mark E. Ziemer, P.E.

Senior Electrical Engineer

June 16, 2026

Proposal 10013866\_001

Lindsay Reidt, PE

**Short Elliott Hendrickson, Inc.**

3535 Vadnais Center Drive

St. Paul, MN 55110

Re: Proposal for Construction Materials Testing Services  
GPZ Taxiway A North Reconstruction Phase 2  
Grand Rapids/Itasca County Airport  
1500 Southeast Seventh Avenue  
Grand Rapids, Minnesota

Dear Lindsay:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for GPZ Taxiway A North Reconstruction Phase 2 at the airport in Grand Rapids, Minnesota.

We have completed the geotechnical evaluation for the project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

## Our Understanding of Project

The project will consist of reconstructing the north portion of Taxiway A, including Taxiway A1 and A2. The project will also include realigning a portion of the taxiway, at the intersection of the crosswind runway. The pavement section for the project will generally consist of a sand subbase for the new alignment, and either P-207 or P-208 aggregate base and P-401 bituminous pavement.

## Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Short Elliott Hendrickson, Inc.
- A geotechnical report prepared by Braun Intertec.

## Scope of Services

Services are performed under the direction of a licensed professional engineer. Observation and testing services will be performed on a full-time or an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

### Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement support. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.

### Bituminous Related Services

- Provide a full-time bituminous pavement technician who will provide quality acceptance testing, including Rice specific gravity and gyratory gravity tests, of the bituminous pavement in accordance with FAA P-401 requirements. All equipment for performing quality acceptance testing will be provided by the contractor.
- Observe and report contractor's quality control testing results of the bituminous pavement in accordance with FAA P-401 requirements.
- Measure the thickness and density of the compacted bituminous pavement by the core method per FAA P-401 for compliance with the project documents. All labor and equipment for obtaining core samples will be provided by the contractor.

### Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports, and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

## Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Project will begin summer 2027 and will be completed in 30 days.
- Six trips will be required to complete compaction testing for the project.
- Bituminous paving will be completed in 4 days for the project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

## Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$20,884. A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule outside our normal business hours will be invoiced using an overtime rate factor. The factor for services provided **outside** our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.



Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

## General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We will provide our services under the terms of our Master Subcontractor Agreement with Short Elliott Hendrickson, Inc., dated March 19, 2024.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Steve Thayer at 320.980.3187 or [sthayer@braunintertec.com](mailto:sthayer@braunintertec.com).

Sincerely,

### Braun Intertec Corporation

Steven A. Thayer, PE  
Senior Manager, Senior Engineer

Jarrod D. Lubben  
Associate Director

Attachment:  
Fee Estimate

The proposal is accepted, and Braun Intertec is authorized to proceed.

\_\_\_\_\_  
Authorizer's Firm

\_\_\_\_\_  
Authorizer's Signature

\_\_\_\_\_  
Authorizer's Name (please print or type)

\_\_\_\_\_  
Authorizer's Title

\_\_\_\_\_  
Date



**Fee Estimate**  
**10013866\_001**  
**GPZ Taxiway A North Reconstruction Phase 2**

**Client:**  
Short Elliott Hendrickson, Inc.

**Work Site Address:**  
1500 SE Seventh Avenue  
Grand Rapids, Minnesota 55744

	Qty/Hours	Rate	Amount
<b>Task 1: Construction Materials Testing &amp; Special Inspections</b>			
<b>Subtask 1.1: Soils</b>			<b>\$4,200.00</b>
Soil Compaction Testing - Nuclear	24.00	102.00	\$2,448.00
<i>Subbase Testing</i>	<i>2 Trips @ 4 Hr</i>	<i>8.00</i>	
<i>P-208 Testing</i>	<i>2 Trips @ 4 Hr</i>	<i>8.00</i>	
<i>P-207 Testing</i>	<i>2 Trips @ 4 Hr</i>	<i>8.00</i>	
Soil Sample pick-up	4.00	102.00	\$408.00
Trip Charge	8.00	60.00	\$480.00
Nuclear moisture-density meter charge, per hour	24.00	36.00	\$864.00
<b>Subtask 1.2: Bituminous</b>			<b>\$9,660.00</b>
Asphalt Verification Testing - Batch Plant Inspections	60.00	153.00	\$9,180.00
<i>Plant Monitoring</i>	<i>4 Trips @ 10 Hr</i>	<i>40.00</i>	
<i>Core Density Monitoring</i>	<i>4 Trips @ 5 Hr</i>	<i>20.00</i>	
Trip Charge	8.00	60.00	\$480.00
<b>Subtask 1.3: Laboratory Testing</b>			<b>\$1,824.00</b>
Soil Proctor MD Relationship (Standard) ASTM D698 each	3.00	216.00	\$648.00
Soil Sieve Analysis with 200 wash, each	6.00	196.00	\$1,176.00
<b>Subtask 1.4: Project Management and Engineering</b>			<b>\$5,200.00</b>
Project Assistant	4.00	102.00	\$408.00
Project Control Specialist III	2.00	164.00	\$328.00
Project Manager	18.00	198.00	\$3,564.00
Senior Engineer	4.00	225.00	\$900.00
<b>Task 1 Total:</b>			<b>\$20,884.00</b>
<b>Project Total</b>			<b>\$20,884.00</b>

## EXHIBIT B

### FAA CONTRACT PROVISIONS

#### ACCESS TO RECORDS AND REPORTS

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

#### BREACH OF CONTRACT TERMS

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

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

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

#### GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract.

#### Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure

that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

#### **Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

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

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

##### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

## 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

## 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

## 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

### **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

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

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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

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

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

## **DISADVANTAGED BUSINESS ENTERPRISE**

### **Contract Assurance (49 CFR § 26.13)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

### **Prompt Payment (49 CFR § 26.29)**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the the City. This clause applies to both DBE and non-DBE subcontractors.

### **Termination of DBE Subcontracts (49 CFR § 26.53(f))**

The prime contractor must not terminate a DBE subcontractor listed in response to the DBE program. (or an approved substitute DBE firm) without prior written consent of the City. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent. Unless consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City may provide such written consent only if they agree for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to the City its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the city of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

## **TEXTING WHEN DRIVING**

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

## **CERTIFICATION REGARDING LOBBYING**

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

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

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

### **PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

### **SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

### **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

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

### **Certifications**

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

### **Note**

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

### **Term Definitions**

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

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

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

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

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

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

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

### **TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party

initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

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

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

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

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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

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

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

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

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

#### **VETERAN'S PREFERENCE**

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

**CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)**

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.



CITY OF  
**GRAND RAPIDS**  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 06/22/2026

**AGENDA ITEM:** Consider adopting a resolution accepting a \$18,250 donation from The Fraternal Order of Eagles – Grand Rapids Aerie 2469 to the Grand Rapids Fire Department Relief Association General Fund.

**PREPARED BY:** Travis Cole, Fire Chief

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### BACKGROUND:

Historically, members of the local Eagles organization were responsible for planning, organizing, and operating the annual Spring Eagle's Extravaganza. Proceeds from the event were donated to the Itasca County Chiefs Association for distribution among the Itasca County fire departments that assisted during the event.

In the fall of 2025, the Eagles approached the Itasca County Chiefs Association regarding transferring responsibility for the event. Only the members of the Grand Rapids Fire Relief Association volunteered to assume the planning and operational duties, and the event was subsequently assigned to our organization and would be the sole beneficiary of the event for all the work. Throughout the spring, Relief Association members donated significant personal time and effort to organize and successfully conduct the Eagle's Extravaganza on April 27, 2026.

In recognition of these efforts and in support of the Grand Rapids Fire Relief Association, the Eagles presented a donation of \$18,250 to the Relief Association. The donation was received by the City of Grand Rapids and will be transferred to the Grand Rapids Fire Department Relief Association General Fund.

The Relief Association intends to use these funds to support the Jim Gibeau Scholarship Fund and purchase firefighting equipment and support departmental needs that may not be covered through the Fire Department's annual operating budget. These purchases will enhance the department's ability to serve and protect the citizens of Grand Rapids and Itasca County.

**REQUESTED COUNCIL ACTION:**

Make a motion to adopting a resolution accepting a \$18,250 donation from The Fraternal Order of Eagles – Grand Rapids Aerie 2469 to the Grand Rapids Fire Department Relief Association General Fund.

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

RESOLUTION NO. 26-

A RESOLUTION ACCEPTING \$18,250 DONATION FROM THE EAGLE’S FOR THE GRAND RAPIDS FIRE DEPARTMENT’S RELIEF ASSOCIATION GENERAL FUND

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

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

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

- The Eagle’s donated \$18,250.00 to the Grand Rapids Fire Department’s Relief Association General Fund.

Adopted this 22nd day of June, 2026

\_\_\_\_\_  
Tasha Connelly, Mayor

Attest:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22, 2026

**AGENDA ITEM:** Motion to authorize staff to solicit quotes for janitorial services for City Hall, Old Central School, and the Grand Rapids Area Library for the period of August 1, 2026, through December 31, 2028, and return to the City Council with a recommended service agreement for consideration

**PREPARED BY:** Jon Peterson

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### BACKGROUND:

With the anticipated departure of the current custodian, the City has an opportunity to evaluate alternative service options and determine whether contracting for janitorial services would provide an effective and efficient means of maintaining these facilities.

Staff has prepared a Request for Quotes (RFQ) that outlines the scope of work, cleaning frequency requirements, insurance requirements, and contract terms. The RFQ requests separate pricing for each facility to allow the City to evaluate costs by building and budget accordingly.

The proposed contract term would run from August 1, 2026, through December 31, 2028.

### REQUESTED COUNCIL ACTION:

Motion to authorize staff to solicit quotes for janitorial services for City Hall, Old Central School, and the Grand Rapids Area Library for the contract period of August 1, 2026, through December 31, 2028, and return to the City Council with a recommended agreement for consideration and approval.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22nd, 2026

**AGENDA ITEM:** Consider adopting a resolution awarding a contract at the Grand Rapids / Itasca County Airport for AP 2026-1 Taxiway A (North) Reconstruction Project-Phase 2 to Hawkinson Construction.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

The GPZ airport recently advertised for AP 2026-1. The project includes reconstruction of Taxiway A between Taxiway A1 and A3. The three bids received, and project timeline are summarized below:

#### **Contractor Total Bid**

Hawkinson Construction Co. Inc. \$2,169,045.99

KGM Contractors, Inc. \$2,242,348.00

Urban Companies LLC \$3,819,265.85

Engineer's Estimate (\$2,432,956.25)

June 4 – Open Bids

June 22 – City Council reviews and accepts bids, considers SEH construction contract, approves grant application and project dependent on receipt of grant.

July 1 (or before) – Submit grant application to FAA & MnDOT

Sept. 15 (estimated) – Receive grant

June/July 2027 - Construction

This project is funded by a 95% FAA grant, 2.5% MnDOT grant and 2.5% local match therefore it is contingent on FAA grant approval. It is budgeted for 2027 and a breakdown is show below.

<b>Project Costs</b>	
	<b>Taxiway North Recon - Ph 2</b>
Construction	\$ 2,169,045.99
Design	\$ 20,300.00
Const Admin	\$ 295,000.00
IFE	\$ 4,250.00
Admin	\$ 7,500.00
<b>Total</b>	<b>\$ 2,496,095.99</b>
<b>Funding Source</b>	
	<b>Taxiway North Recon - Ph 2</b>
FAA	\$ 2,371,291.19
State	\$ 62,402.40
Local (County)	\$ 31,201.20
Local (Qty)	\$ 31,201.20
<b>Total</b>	<b>\$ 2,496,095.99</b>

**REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution awarding a contract at the Grand Rapids / Itasca County Airport for AP 2026-1Taxiway A (North) Reconstruction Project-Phase 2 to Hawkinson Construction Co. Inc. in the amount of \$2,169,045.99 contingent on FAA grant approval.



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June 17, 2026

RE: Grand Rapids-Itasca County Airport  
2026 Taxiway A (North) Reconstruction  
Phase 2  
SEH No. GRAIT 185097

Matt Wegwerth, PE  
Grand Rapids  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

On Thursday, June 4, 2026, at 2:00 p.m., three bids were received for the above-referenced project. The bids ranged from a high of \$3,819,265.85 to a low of \$2,169,045.99. The low bid received was submitted by Hawkinson Construction Co. Inc., of Grand Rapids, MN, in the amount of \$2,169,045.99.

<b>Contractor</b>	<b>Total Bid</b>
Hawkinson Construction Co. Inc.	\$2,169,045.99
KGM Contractors, Inc.	\$2,242,348.00
Urban Companies LLC	\$3,819,265.85
Engineer's Estimate	(\$2,432,956.25)

In reliance on our experience with Hawkinson Construction Co. Inc. and/or materials and information provided by the contractor, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

We have investigated the qualifications of Hawkinson Construction Co. Inc. and find that they have a sufficient understanding of the project and equipment to perform the construction for which it bid.

Accordingly, we recommend the project be awarded to Hawkinson Construction Co. Inc. in the amount of \$2,169,045.99, contingent upon receipt of federal and state grants.

Sincerely,

Lindsay Reidt, PE  
Project Manager

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

RESOLUTION NO. 26-\_\_

**A RESOLUTION ACCEPTING BID FOR  
AP 2026-1 Taxiway A (North) Reconstruction – Phase 2**

WHEREAS, pursuant to an advertisement for the Taxiway A (North) Reconstruction – Phase 2 Project, which includes the reconstruction of the Taxiway A between taxiway A1 and A3. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
Hawkinson Construction Co. Inc.	\$2,169,045.99
KGM Contractors, Inc	\$2,242,348.00
Urban Companies LLC	\$3,819,265.85
Engineers Estimate	\$2,432,956.25

WHEREAS, the City Engineer is recommending the Bid be awarded to Hawkinson Construction Co. Inc.;

WHEREAS, it appears that Contractor is a responsible bidder, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with Hawkinson Construction Co. Inc. in the name of the City of Grand Rapids for Grand Rapids/Itasca County Airport Taxiway A (North) Reconstruction – Phase 2, for a total contract amount of \$2,169,045.99 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 22<sup>nd</sup> day of June, 2026.

\_\_\_\_\_  
Tasha Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Kim Johnson-Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22nd, 2026

**AGENDA ITEM:** Consider adopting a resolution awarding a contract at the Grand Rapids / Itasca County Airport for the Snow Removal Equipment project to McCoy Construction & Forestry of Grand Rapids, MN.

**PREPARED BY:** Matt Wegwerth

---

### **BACKGROUND:**

The GPZ airport recently advertised for the Snow Removal Equipment (SRE) project. The project includes the acquisition of Snow Removal Equipment – Carrier Vehicle with Bucket. One bid was received and is summarized below:

#### **Contractor Total Bid**

McCoy Construction & Forestry - \$558,000.00

Engineer's Estimate (\$540,000.00)

This project is funded by a 95% FAA grant, 2.5% MnDOT grant and 2.5% local match therefore it is contingent on FAA grant approval. It is budgeted for 2027 and a breakdown is shown below.

<b>Project Costs</b>	
	<b>SRE</b>
Construction	\$ 558,000.00
Design	\$ 15,400.00
Const Admin	-
IFE	-
Admin	\$ 5,000.00
<b>Total</b>	<b>\$ 578,400.00</b>
<b>Funding Source</b>	
	<b>SRE</b>
FAA	\$ 549,480.00
State	\$ 14,460.00
Local (County)	\$ 7,230.00
Local (City)	\$ 7,230.00
<b>Total</b>	<b>\$ 578,400.00</b>

**REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution awarding a contract at the Grand Rapids / Itasca County Airport for the Snow Removal Equipment project to McCoy Construction & Forestry of Grand Rapids, MN.in the amount of \$558,000.00 and contingent on FAA and State grant approval.

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

RESOLUTION NO. 26-\_\_

**A RESOLUTION ACCEPTING BID FOR  
2026 Snow Removal Equipment Acquisition – Carrier Vehicle with Bucket**

WHEREAS, pursuant to an advertisement for the Snow Removal Equipment Acquisition – Carrier Vehicle with Bucket project. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
McCoy Construction & Forestry	\$558,000.00
Engineers Estimate	\$540,000.00

WHEREAS, the City Engineer is recommending the Bid be awarded to McCoy Construction & Forestry;

WHEREAS, it appears that Contractor is a responsible bidder, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with McCoy Construction & Forestry in the name of the City of Grand Rapids for Grand Rapids/Itasca County Airport Snow Removal Equipment Acquisition, for a total contract amount of \$558,000.00 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 22<sup>nd</sup> day of June, 2026.

\_\_\_\_\_  
Tasha Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Kim Johnson-Gibeau, City Clerk

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



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June 17, 2026

RE: Grand Rapids-Itasca County Airport  
2026 Snow Removal Equipment  
Acquisition - Carrier Vehicle with Bucket  
SEH No. GRAIT 190714

Matt Wegwerth, PE  
City of Grand Rapids  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

Dear Matt:

On Tuesday, June 9, 2026, at 2:00 p.m., one bid was received for the above-referenced project. The bid received was submitted by McCoy Construction & Forestry, of Grand Rapids, MN, in the amount of \$558,000.

<b>Contractor</b>	<b>Total Bid</b>
McCoy Construction & Forestry	\$558,000.00
Engineer's Estimate	(\$540,000.00)

In reliance on our experience with McCoy Construction & Forestry and/or materials and information provided by the contractor, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

Accordingly, we recommend the project be awarded to McCoy Construction & Forestry in the amount of \$558,000, contingent upon the City's receipt of all permits and easements if all permits and easements have not been obtained at the time of award.

We have investigated the qualifications of McCoy Construction & Forestry and find that they have a sufficient understanding of the project and equipment to perform the construction for which it bid.

Accordingly, we recommend the project be awarded to McCoy Construction & Forestry in the amount of \$558,000, contingent on receipt of federal and state grants.

Sincerely,

Lindsay Reidt, PE  
Project Manager

dmk



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22nd, 2026

**AGENDA ITEM:** Consider adopting a resolution awarding a contract at the Grand Rapids / Itasca County Airport for AP 2027-2 Taxilane Extension to Hawkinson Construction Co.

**PREPARED BY:** Matt Wegwerth

### BACKGROUND:

The GPZ airport recently advertised for AP 2027-2. The project includes extension of the taxilane near the North Development area. The two bids were received, and project timeline are summarized below:

#### **Contractor Total Bid**

Hawkinson Construction Co. Inc. - \$116,673.25

KGM Contractors, Inc. - \$174,215.00

Engineer's Estimate (\$118,755.00)

June 4 – Open Bids

June 22 – City Council reviews and accepts bids, considers SEH construction contract, approves grant application and project dependent on receipt of grant.

July 1 (or before) – Submit grant application to FAA & MnDOT

Sept. 15 (estimated) – Receive grant

June/July 2027 - Construction

This project is funded by a 95% FAA grant, 2.5% MnDOT grant and 2.5% local match therefore it is contingent on FAA grant approval. It is budgeted for 2027 and breakdown is show below.

<b>Project Costs</b>	
	<b>Taxilane Ext</b>
Construction	\$ 116,673.25
Design	\$ 40,800.00
Const Admin	-
IFE	-
Admin	\$ 3,000.00
<b>Total</b>	<b>\$ 160,473.25</b>
<b>Funding Source</b>	
	<b>Taxilane Ext</b>
FAA	\$ 152,449.59
State	\$ 4,011.83
Local (County)	\$ 2,005.92
Local (City)	\$ 2,005.92
<b>Total</b>	<b>\$ 160,473.25</b>

**REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution awarding a contract at the Grand Rapids / Itasca County Airport for AP 2027-2 Taxilane Extension to Hawkinson Construction Co. in the amount of \$116,673.25 contingent on FAA and State grant approval.

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

RESOLUTION NO. 26-\_\_

**A RESOLUTION ACCEPTING BID FOR  
AP 2027-2 Taxilane Extension Project**

WHEREAS, pursuant to an advertisement for the Taxilane Extension project. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
Hawkinson Construction Co. Inc.	\$116,673.25
KGM Contractors, Inc.	\$174,215.00
Engineers Estimate	\$-

WHEREAS, the City Engineer is recommending the Bid be awarded to Hawkinson Construction Co. Inc.;

WHEREAS, it appears that Contractor is a responsible bidder, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with Hawkinson Construction Co. Inc. in the name of the City of Grand Rapids for Grand Rapids/Itasca County Airport Taxilane Extension project, for a total contract amount of \$116,673.25 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 22<sup>nd</sup> day of June, 2026.

\_\_\_\_\_  
Tasha Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Kim Johnson-Gibeau, City Clerk

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



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June 18, 2026

RE: Grand Rapids-Itasca County Airport  
2026 Taxilane Extension  
SEH No. GRAIT 190766

Matt Wegwerth, PE  
City of Grand Rapids  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

Dear Matt:

Three quote packages were sent out to contractors and on Wednesday, June 17, 2026, at 1:00 p.m., two quotes were received for the above-referenced project. The low quote received was submitted by Hawkinson Construction, of Grand Rapids, MN, in the amount of \$116,673.25.

<b>Contractor</b>	<b>Total Quote</b>
Hawkinson Construction Co., Inc.	\$116,673.25
KGM Contractors, Inc.	\$174,215.00
Knife River	Didn't Submit
Engineer's Estimate	(\$118,755.00)

This contractor has worked in Grand Rapids on projects of various sizes. SEH can conclude that Hawkinson Construction Co., Inc has the experience and ability to complete a project of this size.

Accordingly, we recommend the project be awarded to Hawkinson Construction Co., Inc. in the amount of \$116,673.25, contingent upon the City's receipt of all federal and state grants.

Sincerely,

Lindsay Reidt, PE  
Project Manager

dmk



CITY OF  
**GRAND RAPIDS**  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22<sup>nd</sup>, 2026

**AGENDA ITEM:** Consider adopting a resolution supporting a proposal by the Itasca County HRA for the Waters Edge Housing Project.

**PREPARED BY:** Will Richter, Zoning Administrator

---

### BACKGROUND:

The Itasca County HRA, in conjunction with D.W. Jones, Inc., is proposing a 61-unit tax credit housing project in Grand Rapids. The need for affordable family housing in the City of Grand Rapids is well documented in the City of Grand Rapids Comprehensive Housing Study Summary dated September 2024. The overall occupancy rate for the most comparable projects in Grand Rapids is 98%, indicative of strong demand for similar housing to the proposal. The demand statistics in the area indicate sufficient market depth to support the development with estimates that Waters Edge would rent up to full occupancy in 4 to 6 months.

The City of Grand Rapids receives annual statewide aid and will contribute the city's 2025 Statewide Affordable Housing Aid funds in the amount of \$34,160 to Waters Edge, if funded by Minnesota Housing Finance Agency (the "MHFA").

### REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution supporting a proposal by the Itasca County HRA for the Waters Edge Housing Project.

Council Member \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION # \_\_\_\_\_**

**A RESOLUTION IN SUPPORT OF A PROPOSAL BY  
HOUSING & REDEVELOPMENT AUTHORITY OF ITASCA COUNTY  
FOR THE NEW CONSTRUCTION OF  
WATERS EDGE  
AS AFFORDABLE FAMILY HOUSING  
IN THE CITY OF GRAND RAPIDS**

BE IT RESOLVED by the City Council (the "Council") of the City of Grand Rapids, Minnesota (the "City") as follows:

WHEREAS, the WATERS EDGE project is a sixty-one (61) unit tax credit housing project (the "Project") being developed by D. W. Jones, Inc. (the "Developer") in conjunction with the Housing and Redevelopment Authority of Itasca County (the "HRA"); and

WHEREAS, the need for affordable family housing in the City of Grand Rapids is well documented in the City of Grand Rapids Comprehensive Housing Study Summary dated September 2024. The overall occupancy rate for the most comparable projects in Grand Rapids is 98%, indicative of strong demand for similar housing to the proposal. The demand statistics in the area indicate sufficient market depth to support the development with estimates that Waters Edge would rent up to full occupancy in 4 to 6 months; and

WHEREAS, the City of Grand Rapids receives annual statewide aid and will contribute the city's 2025 Statewide Affordable Housing Aid funds in the amount of \$34,160 to Waters Edge, if funded by Minnesota Housing Finance Agency (the "MHFA"); and

WHEREAS, the Developer and HRA are seeking additional funding from MHFA to assist with the financing of the Project; and

WHEREAS, this resolution complies with the City's GROW Grand Rapids 2040 Comprehensive Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council of the City of Grand Rapids, County of Itasca, State of Minnesota, adopts this resolution expressing its general support for the new construction of the sixty-one (61) apartment/townhome affordable family housing units named WATERS EDGE by HRA; and its commitment to bring the new construction project to completion.

Passed and adopted by the Council of the City this \_\_\_\_\_ day of June, 2026.

YES:  
NO:  
ABSENT:

\_\_\_\_\_  
Tasha Connelly, Mayor

ATTEST:



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 22, 2026

**AGENDA ITEM:** Consider retirement of Sherrie Lundquist effective August 5, 2026.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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### BACKGROUND:

Sherrie Lundquist has notified the City of her intent to retire effective August 5, 2026. Sherrie began employment with the City of Grand Rapids in March 1999 and will conclude a career spanning more than 27 years of dedicated service.

Throughout Sherrie's tenure, she has been a dependable, trusted, and valued employee. Her years of dedicated service provided continuity and reliability, and her work helped ensure City facilities remained clean, safe, and welcoming for employees and visitors alike.

The City is grateful for Sherrie's many years of service and extends its sincere appreciation, congratulations, and best wishes for a happy and well-deserved retirement.

### REQUESTED COUNCIL ACTION:

Make a motion to accept the retirement of Sherrie Lundquist effective August 5, 2026.

To: City of Grand Rapids  
420 Pokegama Ave.  
Grand Rapids, MN. 55744

June 18<sup>th</sup>, 2026

This letter is to inform you that I intend to retire from the Janitor position with the City of Grand Rapids. My last day of employment will be August 5<sup>th</sup>, 2026.

It has been a pleasure working for the city for the past 27 years.

Sincerely,

Sherrice Sundquist

