



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

CITY COUNCIL MEETING AGENDA
Monday, August 09, 2021
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, August 9, 2021 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENTATIONS/PROCLAMATIONS

1. Conduct Oath of Office for Steve Schaar, Chief of Police
2. Storm Update

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

3. Approve Council Minutes for July 26, 2021 Worksession and Regular Meetings.

VERIFIED CLAIMS:

4. Consider approving the verified claims for the period of July 20, 2021 to August 2, 2021 in the total amount of \$1,203,358.21.

CONSENT AGENDA:

5. Void Lost Accounts Payable Check and Issue a Replacement Check
6. Consider adopting a resolution to accept the Corona Virus Local Fiscal Recovery Fund established under the American Rescue Plan Act.
7. Approve temporary liquor license for Grand Rapids Area Community Foundation, event on September 3, 2021.
8. Adopt a Resolution Accepting an FAA Grant in the amount of \$109,370 for the Beacon Replacement Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.
9. Consider approving Public Works to advertise for bids on the sale of timber.

- [10.](#) Consider entering into a software agreement with FinnlyTech Software for scheduling software for the IRA Civic Center/Parks & Recreation department.
- [11.](#) Consider approving and signing New Fire Hall service agreement with Aramark for doormats and cleaning equipment maintenance.
- [12.](#) Consider approving change orders for New Fire Hall.

SET REGULAR AGENDA:

ADMINISTRATION:

- [13.](#) Approve Early Retirement Incentive Agreements
- [14.](#) Consider appointment of Public Works Lead Mechanic and authorize filling the Mechanic position.
- [15.](#) Restructuring of the Grand Rapids Police Department
- [16.](#) Consider hiring Susan Herreid, Organizational Development Consultant, for conflict resolution at the Library.

ENGINEERING PUBLIC WORKS:

- [17.](#) Consider adopting an ordinance approving a 15 year franchise agreement with Paul Bunyan Rural Telephone Cooperative.

FINANCE:

- [18.](#) Consider adopting a resolution awarding the sale of \$1,235,000 Taxable General Obligation Utility Revenue Refunding Bonds, Series 2021C.
- [19.](#) Consider approving the Advance Refunding Escrow Agreement for the Taxable General Obligation Utility Revenue Bonds, Series 2013C.
- [20.](#) Consider adopting a resolution approving Demand Charge Agreement and authorize and direct the Mayor and City Clerk to execute the agreement.

POLICE:

- [21.](#) Consider a request by the Police Department to purchase and approve payment for one (1) 2021 Ford Police Interceptor Utility vehicle from Ten Voorde Ford of St. Cloud for \$36,018.24

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 23, 2021 AT 5:00 PM

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

MEETING PROTOCOL POLICY: Please be aware that the Council has adopted a Meeting Protocol Policy which informs attendees of the Council's desire to conduct all City meetings in an orderly

manner which welcomes all civil input from citizens and interested parties. If you are unaware of the policy, copies (orange color) are available in the wall file by the Council entrance.

ATTEST: Kimberly Gibeau, City Clerk

*Grand Rapids Police Department
Oath of Office*

“I, Steven Schaar’ do solemnly promise that,

I will support the Constitution of the United States,

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

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

according to the Constitution and laws of this State.”



CITY OF
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CITY COUNCIL WORKSESSION MINUTES

Monday, July 26, 2021

4:30 PM

CALL TO ORDER: Mayor Christy called the Worksession to order at 4:30 PM.

ROLL CALL:

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

Staff present: Chad Sterle, Erik Scott, Lasha Karels, Barb Baird, Rob Mattei

DEPARTMENT HEAD REPORT:

1. Information Technology - Erik Scott, Director of IT

Director of IT, Erik Scott and Assistant Director of IT, Lasha Karels provided overview of recent activities including projects completed during the Covid Pandemic, upcoming and ongoing projects as well as budgeting for maintenance of new systems and equipment. A complete report is on file and available for viewing upon request.

REVIEW OF REGULAR AGENDA:

Upon review, item 6 is removed as a duplication of 4; items 21 and 25 are removed until further notice and item 21a is added to the Consent agenda. No other changes or additions are noted.

There being no further business, the Worksession adjourned at 5:06 PM.

Respectfully submitted:

Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL MEETING MINUTES
Monday, July 26, 2021
5:00 PM

Called to order at 5:08 PM

CALL OF ROLL:

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

Staff present: Chad Sterle, Steve Schaar, Lynn DeGrio, Rob Mattei, Barb Baird

PUBLIC FORUM:

John Lavalier again makes complaint to Council regarding law enforcement. Meeting set on August 12th to address issues.

COUNCIL REPORTS:

Mayor Christy - Advised residents of survey regarding Central School.

Councilor Adams - attended Jerry Miner's funeral. Expressed appreciation for contributions made to the community by the Miner family through the years.

APPROVAL OF MINUTES:

1. Approve City Council minutes for Monday, July 12, 2021 Worksession and Regular meetings.

Motion made by Councilor Connelly, Seconded by Councilor Toven to approve Council minutes as presented.

Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

VERIFIED CLAIMS:

2. Consider approving the verified claims for the period July 7, 2021 to July 19, 2021 in the total amount of \$1,939,520.59 of which \$264,852.73 are debt service payments.

Motion made by Councilor Adams, Seconded by Councilor Blake to approve verified claims as submitted.

Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Acknowledge approved minutes for Boards & Commissions
 - June 9, 2021 Library Board Minutes
 - June 15, 2021 Golf Board Minutes
 - June 12, 15, 29, 2021 PUC Minutes
 - May 26, 2021 and June 17, 2021 Human Rights Minutes

Minutes are acknowledged and filed.

CONSENT AGENDA:

4. Consider adopting a resolution approving LG230 Application to Conduct Off-Site Gambling for Confidence Learning Center. **Adopted Resolution 21-57**
5. Consider approving a contribution of \$5,000 to Mt. Itasca for artificial tracks on their ski jumps.
6. Removed due to duplication.
7. Consider amending Purchasing Policy to increase threshold amounts for Micro Purchases and Small Purchases.
8. Consider adopting a resolution authorizing the 2021 budgeted operating transfers. **Adopted Resolution 21-58**
9. Consider adopting a resolution accepting the donation of a picnic table from David and Sharon Marty to be placed on Crystal Lake Park. **Adopted Resolution 21-59**
10. Consider approving the School Resource Agreement for the 2021 – 2022 School Year
11. Consider entering into lease agreements with ISD 318 for use of the IRA Civic Center, Bob Streetar Field, and the Grand Rapids Sports Complex.
12. Consider making a motion to retire a city asset at auction and utilize McLaughlin Auctioneers LLC.
13. Consider approving easement related to Linda Lane Ditching project and authorize payment.
14. Consider adopting a resolution authorizing the City to make application to the MN Department of Iron Range Resources and Rehabilitation Development Partnerships grant program for the Minnesota Autonomous Rural Transit (MARTI) Project. **Adopted Resolution 21-60**
15. Consider approving temporary liquor license for Itasca Curling Club, event scheduled for August 14, 2021.
16. Consider signing a Memorandum of Understanding (MOU) with the Itasca County Toward Zero Deaths Coalition.

17. Consider adopting a resolution accepting \$50,000 grant from MN Department of Iron Range Resources and Rehabilitation Downtown Streetscapes Grant Program for the Grand Iron Range CAV Project **Adopted Resolution 21-61**
18. Consider Amendment #1 to the Consulting Agreement with The Plum Catalyst
19. Consider approving New Fire Hall Max Gray Construction Phase 2 Change Order #007.
20. Consider approving temporary liquor license for Klockow Brewing Oktoberfest event.
21. Item 21 pulled until further notice.
- 21a. Consider approving seasonal golf employee, Tom Carlson, to the position of Outdoor services.

Motion made by Councilor Toven, Seconded by Councilor Adams to approve Consent agenda as amended.

Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

SET REGULAR AGENDA:

Motion made by Councilor Connelly, Seconded by Councilor Toven to approve the regular agenda as amended.

Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ADMINISTRATION:

22. Consider amending job description and reclassify Community Development Specialist to Zoning Administrator.

Lynn DeGrio, Director of Human Resources, presented background information regarding the position description and recommended changes.

Motion made by Councilor Toven, Seconded by Councilor Connelly to approve amended job description and reclassify Community Development Specialist to Zoning Administrator.

Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

COMMUNITY DEVELOPMENT:

23. Consider authorizing the Mayor's execution of a Financial Assistance Award from the U.S. Department of Commerce Economic Development Administration for the Grand Rapids/Cohasset Industrial Park Infrastructure Project.

Motion made by Councilor Blake, Seconded by Councilor Adams approving execution of financial assistance award from US Department of Commerce EDA as presented.

Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

FINANCE:

24. Consider adopting a resolution providing for the sale of \$1,235,000 Taxable General Obligation Refunding Bonds, Series 2021C.

Rebecca Kurtz with Ehlers presents.

Motion made by Councilor Blake, Seconded by Councilor Adams adopting Resolution 21-62 as presented.

Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

25. Item 25 removed until further notice.

26. Consider adopting a resolution providing for the sale of \$1,225,000 General Obligation Utility Refunding Bonds, Series 2021D.

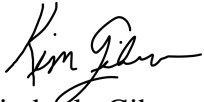
Rebecca Kurtz from Ehlers also presents this item.

Motion made by Councilor Adams, Seconded by Councilor Connelly adopting Resolution 21-63 as presented.

Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

There being no further business, the meeting adjourned at 5:51 PM.

Respectfully submitted:



Kimberly Gibeau, City Clerk



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021

AGENDA ITEM: Consider approving the verified claims for the period of July 20, 2021 to August 2, 2021 in the total amount of \$1,203,358.21.

PREPARED BY: Laura Pfeifer

BACKGROUND:

REQUESTED COUNCIL ACTION:

Make a motion to approve the verified claims for the period July 20, 2021 to August 2, 2021 in the total amount of \$1,203,358.21.

DATE: 08/05/2021
 TIME: 12:17:13
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/09/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
1309091	SUPERONE FOODS SOUTH	64.89
1901535	SANDSTROM'S INC	475.71
1915248	SHI INTERNATIONAL CORP	1,338.48
TOTAL CITY WIDE		1,879.08
SPECIAL PROJECTS-NON BUDGETED		
0920113	ITASCA SKI & OUTING CLUB	5,000.00
1201532	LANGHORNE SLIM LLC	7,500.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		12,500.00
ADMINISTRATION		
1301020	MADDEN GALANTER HANSEN, LLP	680.00
TOTAL ADMINISTRATION		680.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM & CAREER	52.89
0315455	COLE HARDWARE INC	42.46
1601753	PAULS LOCKS AND KEYS LLC	104.50
1901535	SANDSTROM'S INC	164.82
2018680	TRU NORTH ELECTRIC LLC	1,635.23
TOTAL BUILDING SAFETY DIVISION		1,999.90
COMMUNITY DEVELOPMENT		
T001375	ELLEN BARNES	2,847.00
TOTAL COMMUNITY DEVELOPMENT		2,847.00
FINANCE		
1415377	NORTHERN BUSINESS PRODUCTS INC	5.01
TOTAL FINANCE		5.01
FIRE		
0112223	ALEX AIR APPARATUS INC	1,698.80
0121721	AUTO VALUE - GRAND RAPIDS	588.82
0205725	BETZ EXTINGUISHER COMPANY	20.00

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INVOICES DUE ON/BEFORE 08/09/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
0315455	COLE HARDWARE INC	179.29
0601690	FASTENAL COMPANY	251.36
1200500	L&M SUPPLY	161.53
1415030	NAPA SUPPLY OF GRAND RAPIDS	56.08
	TOTAL FIRE	2,955.88
INFORMATION TECHNOLOGY		
1915248	SHI INTERNATIONAL CORP	2,110.57
	TOTAL INFORMATION TECHNOLOGY	2,110.57
PUBLIC WORKS		
0103325	ACHESON TIRE INC	220.00
0121721	AUTO VALUE - GRAND RAPIDS	128.34
0221650	BURGGRAF'S ACE HARDWARE	950.91
0301685	CARQUEST AUTO PARTS	967.42
0301705	CASPER CONSTRUCTION INC	755.00
0315455	COLE HARDWARE INC	28.51
0409125	DIAMOND VOGEL	712.80
0518366	ERICKSON'S ITASCA LUMBER INC	49.00
0601690	FASTENAL COMPANY	182.95
0801836	HAWKINSON SAND & GRAVEL	59.74
0815730	HOTSY EQUIPMENT OF MINNESOTA	575.95
0920020	ITASCA COMMUNITY COLLEGE	951.00
1015235	JOEY D'S TREE SERVICE LLC	21,515.63
1200495	L & L RENTAL INC	910.00
1200500	L&M SUPPLY	681.69
1303039	MCCOY CONSTRUCTION & FORESTRY	10,375.51
1415030	NAPA SUPPLY OF GRAND RAPIDS	67.69
1415484	NORTHERN LIGHTS TRUCK	1,060.09
1415545	NORTHLAND LAWN & SPORT, LLC	180.17
1421155	NUCH'S IN THE CORNER	181.22
1618555	PROFESSIONAL TURF & RENOVATION	8,560.00
1800140	RC RENTALS LLC	75.00
1801613	RAPIDS PRINTING	207.60
1801615	RAPIDS WELDING SUPPLY INC	17.70
1908248	SHERWIN-WILLIAMS	54.34
2300763	WW THOMPSON CONCRETE PRODUCTS	177.00
2305453	WESCO RECEIVABLES CORP	932.00
	TOTAL PUBLIC WORKS	50,577.26

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INVOICES DUE ON/BEFORE 08/09/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	402.93
0315455	COLE HARDWARE INC	34.97
TOTAL FLEET MAINTENANCE		437.90
POLICE		
0103325	ACHESON TIRE INC	25.00
0121725	AUTOMOTIVE ELECTRIC LLC	110.47
0221650	BURGGRAF'S ACE HARDWARE	100.91
0301685	CARQUEST AUTO PARTS	310.66
0409501	JOHN P. DIMICH	4,583.33
0421470	DSC COMMUNICATIONS	770.55
0718195	GREAT ENGRAVINGS	72.00
1200500	L&M SUPPLY	199.90
1518225	O'REILLY AUTO PARTS	5.49
1601753	PAULS LOCKS AND KEYS LLC	53.50
1618125	PRAXAIR DISTRIBUTION INC	80.03
1920233	STREICHER'S INC	506.85
TOTAL POLICE		6,818.69
RECREATION		
0718060	GRAND RAPIDS HERALD REVIEW	36.98
TOTAL RECREATION		36.98
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM & CAREER	55.73
0218745	ASHLEY BRUBAKER	188.86
0701650	GARTNER REFRIGERATION CO	3,890.32
1601753	PAULS LOCKS AND KEYS LLC	16.00
1801555	RAPID PEST CONTROL INC	63.25
1901535	SANDSTROM'S INC	31.32
T001377	MEGHAN BREKKE	445.21
TOTAL		4,690.69
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	109.99
0301685	CARQUEST AUTO PARTS	55.34

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INVOICES DUE ON/BEFORE 08/09/2021

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0315455	COLE HARDWARE INC	88.88
	TOTAL	254.21
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	ARAMARK UNIFORM & CAREER	123.30
0118230	ARENA WAREHOUSE, LLC	1,834.00
0718060	GRAND RAPIDS HERALD REVIEW	36.97
1800655	R & R SPECIALTIES INC	929.95
1801613	RAPIDS PRINTING	206.00
1901535	SANDSTROM'S INC	287.64
	TOTAL GENERAL ADMINISTRATION	3,417.86
STATE HAZ-MAT RESPONSE TEAM		
0601690	FASTENAL COMPANY	143.79
1301015	MACQUEEN EQUIPMENT INC	4,843.59
	TOTAL	4,987.38
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	101.35
0315455	COLE HARDWARE INC	17.98
1200500	L&M SUPPLY	57.93
	TOTAL	177.26
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM & CAREER	30.00
	TOTAL	30.00
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1612745	PLUM CATALYST LLC, THE	3,750.00
	TOTAL MAY MOBILITY	3,750.00

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INVOICES DUE ON/BEFORE 08/09/2021

VENDOR #	NAME	AMOUNT DUE
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
0601690	FASTENAL COMPANY	4,033.89
TOTAL CAPITAL OUTLAY-FIRE DEPT		4,033.89
CAPITAL OUTLAY-POLICE		
0513233	EMERGENCY AUTOMOTIVE TECH INC	2,912.50
TOTAL CAPITAL OUTLAY-POLICE		2,912.50
AIRPORT CAPITAL IMPRV PROJECTS		
RUNWAY 16/34 RECONSTRUCTION		
0801825	HAWKINSON CONSTRUCTION CO INC	343,780.33
TOTAL RUNWAY 16/34 RECONSTRUCTION		343,780.33
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0100072	AVI SYSTEMS INC	20,190.30
0112223	ALEX AIR APPARATUS INC	1,570.00
0218115	BRAUN INTERTEC CORPORATION	297.50
0701650	GARTNER REFRIGERATION CO	6,000.00
0900055	ICS CONSULTING INC	15,103.27
1301850	MAX GRAY CONSTRUCTION	311,564.85
1415377	NORTHERN BUSINESS PRODUCTS INC	1,237.81
1415535	NORTHLAND MACHINES	372.24
TOTAL CP2020/FD-1 NEW FIRE HALL		356,335.97
CP 2021-2 5TH STREET SW		
2000522	TNT CONSTRUCTION GROUP, LLC	10,440.30
TOTAL CP 2021-2 5TH STREET SW		10,440.30
2015-3 HIGHWAY 2 WEST TRAIL		
2000522	TNT CONSTRUCTION GROUP, LLC	5,624.00
TOTAL 2015-3 HIGHWAY 2 WEST TRAIL		5,624.00
DACF/PD EXPANSION		
0701650	GARTNER REFRIGERATION CO	2,000.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/09/2021

VENDOR #	NAME	AMOUNT DUE

2021	INFRASTRUCTURE BONDS	
	DACF/PD EXPANSION	
0900055	ICS CONSULTING INC	2,905.60
1601753	PAULS LOCKS AND KEYS LLC	406.55
	TOTAL DACF/PD EXPANSION	5,312.15
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	40.44
0514798	ENVIRONMENTAL EQUIPMENT AND	691.00
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
2018560	TROUT ENTERPRISES INC	300.00
2300763	WW THOMPSON CONCRETE PRODUCTS	167.20
	TOTAL	3,398.64
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$831,993.45
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0113105	AMAZON CAPITAL SERVICES	4,966.86
0201354	B. BAIRD-PETTY CASH FUND	40.00
0205225	ANTHONY BEER	7.52
0205640	LEAGUE OF MN CITIES INS TRUST	499.05
0305506	CENTRAL BUILDERS	1,000.00
0305530	CENTURYLINK QC	59.55
0315105	COALITION OF GREATER MN CITIES	175.00
0405200	CITY OF DEER RIVER	188.20
0605191	FIDELITY SECURITY LIFE	60.99
0718015	GRAND RAPIDS CITY PAYROLL	273,214.58
0801825	HAWKINSON CONSTRUCTION CO INC	2,770.00
0900060	ICTV	37,063.08
0920023	ITASCA COMMUNITY COLLEGE	26,952.00
0920055	ITASCA COUNTY RECORDER	138.00
0920059	ITASCA COUNTY SHERIFFS DEPT	573.30
1105225	CITY OF KEEWATIN	1,205.49
1209516	LINCOLN NATIONAL LIFE	1,914.99
1309199	MINNESOTA ENERGY RESOURCES	975.43
1309240	MINNESOTA ICE ARENA MANAGERS	350.00
1309302	MN DEPT OF PUBLIC SAFETY	2,380.84
1315650	ANDY MORGAN	136.48
1401705	CITY OF NASHWAUK	2,039.47
1415479	NORTHERN DRUG SCREENING INC	135.00
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	667.28
1901820	WILLIAM SAW	46.00
1903330	SCHOOL DISTRICT #318	3,535.00

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 08/09/2021

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1921620	SUPERIOR USA BENEFITS CORP	195.00
2000100	TASC	255.60
2000490	TDS Metrocom	574.37
2100265	U.S. BANK	250.00
2114360	UNITED PARCEL SERVICE	13.58
2114750	UNUM LIFE INSURANCE CO OF AMER	272.62
2305825	WEX INC	186.39
T001071	CAMERON JAY WELLS	3,000.00
T001184	MALLRATS	4,000.00
T001345	TELCOM CONSTRUCTION	500.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$371,364.76
TOTAL ALL DEPARTMENTS		\$1,203,358.21



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021

AGENDA ITEM: Void Lost Accounts Payable Check and Issue a Replacement Check

PREPARED BY: Laura Pfeifer

BACKGROUND:

Accounts payable check #144591 issued to Elite Tinting & Graphics on November 10, 2020 for \$975.00 is lost. A representative from Elite Tinting & Graphics has completed an Affidavit of Lost Check.

REQUESTED COUNCIL ACTION:

Make a motion to void lost Accounts Payable check #144591, issue new check and waiving bond requirements for the check issued to Elite Tinting & Graphics in the amount of \$975.00.

AFFIDAVIT

STATE OF) Minnesota
) SS
COUNTY OF) Itasca

ELITE TINTING & GRAPHICS, being first duly sworn on oath, states that he/she resides at **4114 W SUPERIOR ST, DULUTH, MN, 55807** and that he/she is the payee named in a check number **144591**, issued to **ELITE TINTING & GRAPHICS**, drawn by **CITY OF GRAND RAPIDS** dated **11/10/2020**, for the sum of **\$975.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

LOST IN MAIL

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

Randy Jensen
SIGNED

Subscribed and sworn to before me

This 22 day of July, 2021.

Heidi R. Lohmann
Notary Public





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REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021

AGENDA ITEM: Consider adopting a resolution to accept the Corona Virus Local Fiscal Recovery Fund established under the American Rescue Plan Act.

PREPARED BY: Barb Baird

BACKGROUND:

Congress adopted the American Rescue Plan in March of 2021 (ARPA) which included \$65 billion in recovery funds for cities across the country. ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses. The City of Grand Rapids has been allocated \$593,316.04 pursuant to the ARPA allocation. The ARPA funds need to be incurred or obligated by 12/31/2024 and spent by 12/31/2026.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution to accept the Corona Virus Local Fiscal Recovery Fund established under the American Rescue Plan Act for \$593,316.04.

Councilor introduced the following resolution and moved for its adoption:

CITY OF GRAND RAPIDS

RESOLUTION NO. 21-

A RESOLUTION TO ACCEPT THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

WHEREAS, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million and killed over 575,000 Americans (“Pandemic”). The disease has impacted every part of life: as social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs;

WHEREAS, as a result of the Pandemic cities have been called on to respond to the needs of their communities through the prevention, treatment, and vaccination of COVID-19.

WHEREAS, city revenues, businesses and nonprofits in the city have faced economic impacts due to the Pandemic.

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country.

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, \$593,316.04 has been allocated to the City of Grand Rapids (“City”) pursuant to the ARPA (“Allocation”).

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds.

WHEREAS, the City, in response to the Pandemic, has had expenditures and anticipates future expenditures consistent with the Department of Treasury’s ARPA guidance.

WHEREAS, the State of Minnesota will distribute ARPA funds to the City because its population is less than 50,000.

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

1. The City intends to collect its share of ARPA funds from the State of Minnesota to use in a manner consistent with the Department of Treasury’s guidance.

2. City staff, together with the Mayor and the City Attorney are hereby authorized to take any actions necessary to receive the City's share of ARPA funds from the State of Minnesota for expenses incurred because of the Pandemic.
3. City staff, together with the Mayor and the City Attorney are hereby authorized to make recommendations to the City Council for future expenditures that may be reimbursed with ARPA funds.

Adopted by the City Council of Grand Rapids, Minnesota this 9th day of August, 2021.

Dale Christy, Mayor

Attested:

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: August 9, 2021

AGENDA ITEM: Approve temporary liquor license for Grand Rapids Area Community Foundation, event on September 3, 2021.

PREPARED BY:

BACKGROUND:

The Grand Rapids Area Community Foundation has submitted an application for a 1 – 4 day temporary liquor license for an event scheduled for September 3, 2021.

REQUESTED COUNCIL ACTION:

Make a motion to approve temporary liquor license for Grand Rapids Area Community Foundation, event on September 3, 2021.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Grand Rapids Area Community Foundation		Date organized 1994	Tax exempt number 41-1761590
Address 350 NW 1st Ave, Suite E	City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Susan Lynch		Business phone 218.999.9100	Home phone 218.259.1835
Date(s) of event 09/03/2021	Type of organization <input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name Cynthia Margo	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Shannon Benolken	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Julie Wilcox	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Kristian Myers	City Grand Rapids	State Minnesota	Zip Code 55744

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

350 NW 1st Ave, Suite E, Gr Rapids MN

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

n/a

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

APPROVAL

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

City of Grand Rapids

 City or County approving the license

\$20.00

 Fee Amount

July 30, 2021

 Date Fee Paid

August 9, 2021

 Date Approved

September 3, 2021

 Permit Date

kgibeau@ci.grand-rapids.mn.us

 City or County E-mail Address

218-326-7600

 City or County Phone Number

Kim Jikan

 Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9th, 2021

AGENDA ITEM: Adopt a Resolution Accepting an FAA Grant in the amount of \$109,370 for the Beacon Replacement Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

PREPARED BY: Matt Wegwerth

BACKGROUND:

This project includes the removal of the existing airport beacon and installation of a new beacon located near the old terminal building. The grant in the amount of \$109,370 will cover 100% of the cost of the project.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting an FAA Grant in the amount of \$109,370 for the Beacon Replacement Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute the grant agreement.

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

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A \$109,370 GRANT FROM THE FAA FOR THE BEACON REPLACEMENT PROJECT AT THE GRAND RAPIDS/ITASCA COUNTY AIRPORT

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$109,370 grant from the FAA for the Beacon Replacement Project at the Grand Rapids/Itasca County Aiport and furthermore authorizes the Mayor to execute the associated grant agreement.

Adopted this 9th day of August, 2021.

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

3-27-0037-026-2021



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

6020 28th Avenue S, Suite 120
Minneapolis, MN 55450

August 3, 2021

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

Dear Mr. Wegwerth:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. **3-27-0037-026-2021** at Grand Rapids/Itasca County-Gordon Newstrom Field in Grand Rapids, Minnesota Airport. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.

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2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Jacob Martin, (612) 253-4634, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E. Lindsay Butler
Deputy ADO Manager



U.S. Department of Transportation
Federal Aviation Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	<u>August 3, 2021</u>
Airport/Planning Area	<u>Grand Rapids/Itasca County-Gordon Newstrom Field Airport</u>
FY2021 AIP Grant Number	<u>3-27-0037-026-2021</u>
Unique Entity Identifier	<u>080240526</u>

TO: County of Itasca and City of Grand Rapids
 (herein called the "Sponsor")
Channeled through the State of Minnesota

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 7, 2021, for a grant of Federal funds for a project at or associated with the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Rapids/Itasca County-Gordon Newstrom Field Airport (herein called the "Project") consisting of the following:

Reconstruct Airport Rotating Beacon

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$109,370.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 109,370 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
 3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
 5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
 6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 30, 2021, or such subsequent date as may be prescribed in writing by the FAA.
 9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
-

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 18, 2011, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

23. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

24. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.
 25. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:
 - a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment;
 - b. Prior to commissioning, assure the equipment meets the FAA's standards; and
 - c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
-

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26. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.
27. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

E. Lindsay Butler

(Typed Name)

Deputy Manager, FAA-DMA-ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Grand Rapids
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By:

(Signature of Sponsor’s Attorney)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 3, 2021

County of Itasca

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer5:fullname}}
(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer5:title}}
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 3, 2021

By:

(Signature of Sponsor’s Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. The location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. All proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport

development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of May 7, 2021.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

3-27-0037-026-2021

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

3-27-0037-026-2021

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): _____ * Other (Specify): _____	
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* 3. Date Received: _____	4. Applicant Identifier: GPZ
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5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: 3-27-0037-26-21
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State Use Only:

6. Date Received by State: 05/04/2021	7. State Application Identifier: S.P. A0301-98
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8. APPLICANT INFORMATION:

* a. Legal Name: City of Grand Rapids & County of Itasca
--

* b. Employer/Taxpayer Identification Number (EIN/TIN): 41-6008510	* c. Organizational DUNS: 1012276140000
---	--

d. Address:

* Street1:	420 North Pokegama Avenue
Street2:	_____
* City:	Grand Rapids
County/Parish:	Itasca County
* State:	MN: Minnesota
Province:	_____
* Country:	USA: UNITED STATES
* Zip / Postal Code:	55744-2662

e. Organizational Unit:

Department Name: Grand Rapids Itasca County Airport	Division Name: _____
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	_____	* First Name:	Thomas
Middle Name:	_____		
* Last Name:	Klevan		
Suffix:	_____		

Title:	Assistant North Region Engineer
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Organizational Affiliation: MnDOT - Office of Aeronautics
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* Telephone Number: 612-422-8602	Fax Number: _____
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* Email: thomas.klevan@state.mn.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

DOT - Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Replace and relocate beacon within the existing building area (near the main apron).

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:
* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="109,370.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="109,370.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: **Ryan Gaug** Digitally signed by Ryan Gaug Date: 2021.05.07 20:09:11 -05'00' * Date Signed:

Airport: Grand Rapids-Itasca County Airport (GPZ)
Sponsor: City of Grand Rapids & County of Itasca
State Project: A0301-98
AIP Project: 3-27-0037-26-21
Description: Beacon Relocation
Version: 5/5/2021

Description	Total	Federal Programs		State	Local
		AIP (90%)	ARPA (10%)		
Construction					
Beacon Relocation & Replacement (Vinco)	\$ 76,270.00	\$ 68,643.00	\$ 7,627.00	\$ -	\$ -
CONSTRUCTION SUBTOTAL	\$ 76,270.00	\$ 68,643.00	\$ 7,627.00	\$ -	\$ -
Engineering					
Design Engineering & Construction Administration (SEH)	\$ 30,600.00	\$ 27,540.00	\$ 3,060.00	\$ -	\$ -
ENGINEERING SUBTOTAL	\$ 30,600.00	\$ 27,540.00	\$ 3,060.00	\$ -	\$ -
Admin					
Estimated Admin Fees (2.29% of total cost)	\$ 2,500.00	\$ 2,250.00	\$ 250.00	\$ -	\$ -
ADMIN SUBTOTAL	\$ 2,500.00	\$ 2,250.00	\$ 250.00	\$ -	\$ -
TOTAL (before adjustments)	\$ 109,370.00	\$ 98,433.00	\$ 10,937.00	\$ -	\$ -
Grant Amounts	\$ 109,370.00	\$ 109,370.00		\$ -	\$ -
Overall Share Percentages		100.000%		0.000%	0.000%



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids - Itasca County Airport

Project Number: 3-27-0037-026-2021

Description of Work: Reconstruct Airport Rotating Beacon

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No N/A

- 2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No N/A

- 3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Grand Rapids

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids - Itasca County Airport

Project Number: 3-27-0037-026-2021

Description of Work: Reconstruct Airport Rotating Beacon

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR §41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and

c. Prepare and retain as-built plans (Order 5100.38)

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Grand Rapids

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids - Itasca County Airport

Project Number: 3-27-0037-026-2021

Description of Work: Reconstruct Airport Rotating Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR §200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR §200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Grand Rapids

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids - Itasca County Airport

Project Number: 3-27-0037-026-2021

Description of Work: Reconstruct Airport Rotating Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
- Yes No N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
- a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR §182.300).
- Yes No N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 - b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- Yes No N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR §182.200).
- Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Grand Rapids

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids - Itasca County Airport

Project Number: 3-27-0037-026-2021

Description of Work: Reconstruct Airport Rotating Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

- 2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
 Yes No N/A

- 3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
 Yes No N/A

- 4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
 - a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)). Yes No N/A

- 5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
 - a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder. Yes No N/A

- 6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
 - a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors. Yes No N/A

- 7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
 Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address thefollowing:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR §200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Grand Rapids

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids - Itasca County Airport

Project Number: 3-27-0037-026-2021

Description of Work: Reconstruct Airport Rotating Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC §47107).
- Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Grand Rapids

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9th, 2021

AGENDA ITEM: Consider approving Public Works to advertise for bids on the sale of timber.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Due to the storms on July 26, 2021, trees in Veteran's Memorial Park and other City Parks received significant damage and needed to be cut down. Salvageable lumber was saved and Public Works would like to advertise for the sale of this timber.

REQUESTED COUNCIL ACTION:

Make a motion to approve Public Works to advertise for bids on the sale of timber.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021

AGENDA ITEM: Consider entering into a software agreement with FinnlyTech Software for scheduling software for the IRA Civic Center/Parks & Recreation department.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

We have used MaxGalaxy scheduling software for over 20 years at the Civic Center and Parks & Recreation department. They have changed their fee structure, which has made their product too expensive to continue to use. After researching several companies, I've determined that the product offered by FinnlyTech is the best fit. Their pricing runs very close to what we have been paying with MaxGalaxy. The Agreement and pricing proposal are attached for your review.

REQUESTED COUNCIL ACTION:

Make a motion to enter into a Software Agreement FinnlyTech Software for scheduling software at the IRA Civic Center / Parks & Recreation department.



FinnlySport Pricing Proposal

Prepared for IRA Civic Center as of 6/8/2021

FinnlySport Service	Setup	Recurring (Annual)	Total	Year
Facility - Basic (1-9 facilities) - Includes Facility Scheduling, Customer Management, Digital Display, Reports, Training, Support	\$1,998	\$1,498 (incl 25% MIAMA disc)	\$3,496	1 st yr
	\$0	\$2,098	\$2,098	2 nd yr
	\$0	\$2,202	\$2,202	3 rd yr
Total 3-yr TCO	\$1,998	\$5,798	\$7,796	3-year TCO*

*plus any credit card transaction costs if any

Optional Services Available

FinnlySport Service	Setup	Recurring (Annual)	1 st Year
League - Rookies (1-100 teams)	\$498	\$698	\$1,196
League - Minors (101-300 teams)	\$498	\$1,698	\$2,196
League - Majors (301+ teams)	\$498	\$2,398	\$2,896



Software as a Service Master Agreement

This Software as a Service (SaaS) Master Agreement (“Agreement”) is between FinnlyTech Inc. (“FinnlyTech”), a Minnesota corporation with a principal place of business at 1810 Valders Ave N, Golden Valley, MN 55427, and IRA Civic Center with offices at 1401 NW 3rd Ave, Grand Rapids MN 55744 (“Customer”) and is made as of the date signed by FinnlyTech on the signature page of this Agreement (“Effective Date”).

FinnlyTech and Customer agree that the provisions of this Agreement apply to FinnlyTech’ provision of Services to Customer, except as otherwise provided on an Order placed in connection with this Agreement. All capitalized terms used but not defined inline within this Agreement will have the meanings ascribed to such terms in Section 1.

1. Definitions

In this Agreement, the words “you,” “your,” and “Customer” mean the person or entity named on the signature page of this Agreement as the Customer, and includes any authorized subcontractor, agent or consultant acting on its behalf. The words “we,” “us,” “our,” and “FinnlyTech” each mean FinnlyTech, Inc. The term “Customer Data” has the meaning given in Section 13 of this Agreement. The term “Documentation” means user guides, manuals, and release notes for the Services. “Order” means FinnlyTech’ standard form or Statement of Work for ordering the Services. “Services” means the services provided by FinnlyTech hereunder. The term “Software” refers to the FinnlySport suite of application software products.

2. Grant; Use

Subject to the terms of this Agreement, we grant you and you accept a non-exclusive, non-perpetual, terminable and non-transferable (except as provided in Section 10) right to access and to use the Services for you and your subsidiaries and affiliates’ internal business purposes. You are responsible for the acts and omission of your subsidiaries, affiliates, subcontractors, agents, and consultants with respect to their use of the Services and this Agreement. Your rights under this Agreement will automatically terminate upon expiration of or termination of this Agreement. Subject to the restrictions on use as set forth herein, Customer will have access to the Software and FinnlyTech’ application server for the purpose of using the software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by FinnlyTech. Such use and access will be continuous on a 24 hour, 7 days-a-week basis except for interruptions by reason of maintenance (which will be communicated to Customer in advance in writing) or downtime beyond FinnlyTech’s reasonable control. The Customer understands that the reliability of the Internet and of connections to and from the Internet may be affected by factors beyond the control of FinnlyTech; because of this, it is impossible for FinnlyTech to guarantee that the service will be uninterrupted, that the Customer will be able to properly access and use the Software, or that the software will be provided without error.

3. Ownership; Reverse Engineering; Restrictions

(a) FinnlyTech and its suppliers retain all title and ownership to the Services. FinnlyTech and its suppliers reserve all rights in the patents, copyrights, trade secrets and other intellectual property in the Services. You may not use the Services to provide time sharing services or operate a services bureau for third parties.

(b) FinnlyTech hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 10) license to prepare, reproduce, print, download, and use as many copies of the



Documentation during the term of this Agreement as may be necessary or useful for any use of the Services under this Agreement.

(c) You understand that the Services and Documentation and the terms and pricing under this Agreement constitute valuable properties and trade secrets of FinnlyTech, which are proprietary and confidential. You agree to maintain the confidentiality of such information and to protect the information to the extent permitted under Minnesota law as a trade secret by preventing unauthorized copying, use or disclosure of such information. In doing this you agree to maintain at least the same procedures that you maintain with respect to your own confidential information, which shall not be less than reasonable care. You may not provide access to the Services or Documentation or disclose results of any benchmark test of the Services, to any third party without FinnlyTech's prior written approval. FinnlyTech will likewise keep all Customer Data confidential in an identical manner and not disclose to third parties.

(d) You may not remove, alter, or destroy any proprietary, trademark or copyright notices placed upon or contained within the Documentation. You acquire no rights of any kind in or to any trademark, trade name, logo or product designation under which the Services are marketed, and you may not make any use of the same for any reason.

(e) You agree not to reverse engineer, modify, decrypt, extract, disassemble, copy, or decompile the Services, or permit anyone else to.

(f) You will promptly notify us upon becoming aware of any unauthorized use of any Services or Documentation.

4. Charges and Payment

Except as otherwise set forth in an Order or Proposal (i) the recurring Services fees ("Recurring Fees") delineated on an Order or Proposal are due and payable in advance, and (ii) any applicable setup fee ("Initial Setup Fee") as delineated in an Order or Proposal is due and payable within 30 days of Customer's receipt of an invoice from FinnlyTech. Any additional charges for Services not covered by the Recurring Fees or Initial Setup Fee shall be due and payable within 30 days from the date of Customer's receipt of an invoice from FinnlyTech. FinnlyTech shall invoice Customer for all sales or use taxes, duties, or levies on the Recurring Fees or Initial Setup Fees at the then-prevailing rate, and such taxes, duties or levies shall be line items on all applicable invoices.

5. Equipment and Third-Party Software

Certain Software provided by FinnlyTech may require that the Company purchase certain computer hardware or software from third parties. The list of recommended hardware or software may be updated by FinnlyTech from time to time, and in the event of any such update FinnlyTech shall provide notice to Customer of the same. The Company will be responsible for the selection, purchase and maintenance of such hardware and software.

6. Limited Warranty

(a) (i) FinnlyTech warrants that the Services will substantially conform to and operate according to our then-current Documentation under normal use. We further warrant to you that the Services will not contain any contaminants, including any virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software; or time bomb, drop dead device, or other software or hardware device designed to disable



a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Customer of its lawful right to use the Services.

(ii) FinnlyTech warrants that the Services performed under this Agreement will be performed in a professional and workmanlike manner, using generally accepted industry standards, by trained and skilled personnel in accordance with the Service Level Agreement applicable to the Services (if any); provided, however, that FinnlyTech will not be liable for violation of any applicable law, rule or regulation or any third party claim associated with the Customer Data unless unlawfully used or disclosed by FinnlyTech.

(iii) FinnlyTech warrants that FinnlyTech will protect the confidentiality of the Customer Data transmitted or stored by Customer, and/or persons under Customer's control through any Service provided hereunder and warrants that FinnlyTech will take all necessary precautions and actions to prevent a breach or misappropriation of the security of the Customer Data transmitted or provided by Customer under this Agreement.

(b) The foregoing warranty shall commence the Effective Date and continue through the remainder of the term of this Agreement. As our sole liability to you in the case of a breach of the warranty set forth in (i) Section 6(a)(i), we will repair the Services with respect to any error, non-conformity or defect so that the Services can be used substantially in accordance with the specifications set forth in the Documentation; and (ii) Section 6(a)(ii) and Section 6(a)(iii), to provide the services level credits pursuant to the policy outlined in the applicable Service Level Agreement. We do not warrant that the Services will meet your requirements or will operate uninterrupted or error free.

(c) EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 6(a), THE SERVICES ARE PROVIDED "AS IS", AND TO THE FULLEST EXTENT PERMITTED BY LAW, FinnlyTech AND ITS SUPPLIERS EXCLUDE ALL OTHER EXPRESS AND IMPLIED TERMS, WARRANTIES OR REPRESENTATIONS REGARDING THE SERVICES ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED TERMS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Indemnification

At our expense we will defend, indemnify, and hold you harmless against (i) any breach of warranty under this Agreement, or (ii) any third-party claim that the Services infringe a patent, trademark, copyright, or other intellectual property right enforceable in any country in which FinnlyTech or its affiliated companies have operations in accordance with this Agreement. We will pay all costs, damages, and attorney's fees that a court finally awards because of such claim. But you must give us prompt written notice of the claim, cooperate fully (at FinnlyTech's cost) with its defense, and give FinnlyTech sole authority to control the case and any related settlement negotiations. We will not be responsible for any settlement made without our written consent. If a third-party infringement claim is sustained in a final judgment from which no further appeal is taken or possible, or if your use of the Services is enjoined by a court, then we shall, in our sole reasonable election and expense, either:

(i) procure your right to continue to use the Services in accordance with this Agreement; (ii) replace or modify the Services to make them non-infringing; or (iii) if (i) and (ii) are not reasonably feasible, terminate this Agreement and refund to you the Initial Setup Fee and, in addition, any other fees paid by you during the 3-month period then preceding the termination.



8. Limitation of Liability

(a) The parties hereto agree that, to the fullest extent permissible under law, in no event shall a party, and in the case of FinnlyTech, its suppliers, be liable to the other for any direct or indirect loss of profits or any incidental, consequential, indirect, special or punitive damages (including without limitation lost savings, loss of use or loss of data) arising out of or related to this Agreement or with respect to the installation, use or operation of the Services, whether in contract, tort, negligence or other form of action even if the party has been apprised of the possibility of such damages. This Section shall apply notwithstanding any failure of essential purpose of any limited remedy. The foregoing limitation on consequential damages shall be disregarded in the event of a breach or misappropriation of Customer Data.

(b) The parties hereto specifically agree that except for (i) amounts properly payable to FinnlyTech hereunder, and (ii) either party's indemnification obligations, the total liability of either party to the other for damages under this Agreement shall not exceed an amount equal to the Initial Setup Fee and, in addition, any other fees paid by you within the 12-month period immediately preceding the occurrence of the event that is the subject of the claim.

(c) The limits described in this Section 8 shall not apply with respect to a breach of the obligations under Sections 3 (Ownership; Reverse Engineering; Restrictions), Section 6 (a) (ii) and Section 11 (Export) and shall not limit FinnlyTech' obligations under Section 7 (Indemnification) or Customer's obligations under Section 14 (Customer Obligations).

9. Terms and Termination

(a) Subject to the terms and conditions contained herein, this Agreement shall commence on the Effective Date and shall continue for a term of three (3) years (the "Initial Term"). Upon expiration of the Initial Term, we may offer you the option of renewing the Agreement for one or more additional terms having a fixed number of months (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). If you do not renew the Agreement for a fixed Renewal Term, it will automatically renew on a month-to-month basis unless and until one of us provides the other with at least thirty (30) days' advance notice of non-renewal, or unless terminated earlier under the terms contained within this Agreement.

(b) After the first year, prices are subject to a maximum of 5% change by FinnlyTech upon sixty (60) days written notice to customer. FinnlyTech may terminate this Agreement: (i) on written notice upon Customer's failure to pay amounts when due, after 30 days' written notice and failure to cure; (ii) for breach of a material provision of this Agreement, after 30 days' written notice and failure to cure; (iii) if FinnlyTech is unable to perform the Services hereunder due to Customer's acts or omissions; (iv) upon any regulatory decision or governmental order requiring FinnlyTech to suspend Service(s), or (v) if Customer files for bankruptcy or reorganization or fails to discharge an involuntary petition therefore within 60 days after filing. Any termination hereunder, except under 9(a)(iv), shall subject Customer to applicable termination and other accrued charges.

(c) At any time without cause and without causing any breach or incurring any additional obligation, liability, or penalty, Customer may terminate this Agreement and, except as may otherwise expressly be set forth therein, any Orders, in each case by providing at least thirty (30) days' prior written notice to FinnlyTech.

(d) If the Services are terminated before the end of the Term, which can only be done on 30 days' prior written notice, Customer will pay an early termination charge equal to 25% of the Recurring Fees applicable for the



remainder of the Term, except if: (i) Customer terminates because of FinnlyTech' material uncured breach, or (ii) FinnlyTech terminates other than by reason of Customer's breach or pursuant to Section 10(a) (iv). The parties specifically agree that the damages that FinnlyTech would incur arising from any breach or early termination of this Agreement by Customer are based upon future facts and conditions which are difficult for the parties to presently predict, anticipate, ascertain, or calculate. The parties further agree that such liquidated damages, as determined herein, are based upon the best efforts of the parties to estimate the nature and amount of FinnlyTech' actual damages, are not penal in nature, and are intended to place FinnlyTech in the same position it would have achieved, had this Agreement been fully performed by the parties according to the original terms. Upon the effective date of expiration or termination of this Agreement, (a) FinnlyTech will immediately cease providing the Services, and (b) all payment obligations of Customer under this Agreement will become due immediately.

(e) Upon termination for any reason, Customer shall immediately cease use of the Services and shall, within 30 days following the date of termination, destroy all copies of the Documentation or else return such Documentation to us and FinnlyTech shall, within 30 days following the date of termination, destroy all data files of the Customer and return an electronic copy of such files to Customer.

10. Assignment.

You may not license, sublicense, assign, sell, rent, lease, or otherwise transfer the Services or this Agreement without our prior written consent. Notwithstanding the foregoing, you may, without our consent, (a) assign this Agreement to a subsidiary or affiliate, provided you remain liable for such entity's performance; and (b) assign this Agreement to another entity pursuant to a merger, consolidation, or acquisition of all or substantially all of your assets; provided that in each case you notify us of the assignment in writing and the assignee agrees to be bound by this Agreement.

11. Governing Law and Disputes

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

12. General

(a) Any failure by either party to enforce at any time or for any period the provisions of this Agreement shall not be construed as a waiver of such provision, or of the right to enforce that provision.

(b) Each of us agrees that any material breach of this Agreement may cause the other party irreparable harm, and that such non-breaching party may seek injunctive relief.

(c) In the event any part of this Agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions.

(d) The headings of each provision of this Agreement are for reference purposes only. This Agreement may not be modified unless the modification is in a writing signed by both parties. This Agreement, and the Order that accompanies it, is complete and constitutes the entire agreement between us with respect to the Software and Services. This Agreement will be binding on and will inure to the benefit of the heirs, executors, administrators, successors, and assignees of the parties hereto but nothing in this Section will be construed as consent to any assignment of this Agreement except as provided above.



(e) Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or 5 days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to FinnlyTech at the addresses set forth above, or addressed to Customer at the address set forth in the initial Order, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this paragraph.

13. Customer Obligations

(a) Customer will allow FinnlyTech, for the sole purpose of its Service performance hereunder, to copy, display, distribute, download, transmit and otherwise use the Customer Data solely on behalf of Customer.

(b) Customer warrants and represents that it has all necessary right, title, and interest in the Customer Data, and that it has obtained all consents, licenses, permissions, and releases necessary to grant FinnlyTech the right to process the Customer Data in accordance with this Agreement.

(c) Customer shall comply with all applicable laws and regulations and with FinnlyTech' reasonable Policies and Procedures, which Policies and Procedures are communicated in writing, including by website link, as may be in effect from time to time.

(d) "Customer Data" means the text, data, images, sounds, photographs, illustrations, graphics, programs, code and other materials transmitted or stored by Customer, and/or persons under Customer's control through any Service provided hereunder.

(e) The Customer Data will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right.

(f) The Customer Data will not violate any laws to which Customer or FinnlyTech may be subject or constitute a defamation or libel of FinnlyTech or any third party and will not result in the obligation of FinnlyTech to make payment of any third-party licensing fees.

(g) Customer acknowledges and agrees that FinnlyTech exercises no control over, and accepts no responsibility for, the content of the information passing through FinnlyTech' network or the Internet. Customer assumes responsibility for its use of the Services, and the Internet. Customer understands and agrees further that the Internet contains materials some of which are socially inappropriate or may be offensive; and is accessible by persons who may attempt to breach the security of FinnlyTech and/or its network(s). FinnlyTech has no control over and expressly disclaims any liability or responsibility whatsoever for such materials or actions. Customer and its users and end users access the Service at their own risk. FinnlyTech is not liable for the content of any data transferred either to or from Customer or stored by Customer or via the Services provided by FinnlyTech.

[SIGNATURE PAGE FOLLOWS]



The following contract has been accepted by the following parties:

FINNLYTECH INC.

By: _____
(Signature) (Date)

_____ President
(Typed or Printed) (Title)

CUSTOMER: IRA Civic Center

By: _____
(Signature) (Date)

_____ (Title)
(Typed or Printed)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021

AGENDA ITEM: Consider approving and signing New Fire Hall service agreement with Aramark for doormats and cleaning equipment maintenance.

PREPARED BY: Nathan Morlan

BACKGROUND:

The service agreement with Aramark is to provide regular maintenance and cleaning of door mats, mop heads, dust mops and rags for the Fire Hall. The cost for this service is \$72.00 per month.

REQUESTED COUNCIL ACTION:

Make a motion to approve and sign New Fire Hall service agreement with Aramark for doormats and cleaning equipment maintenance.



SERVICE AGREEMENT

CUSTOMER #: _____ Use only for current customers

Customer's Service Location (for multiple locations, see attached list)

Customer's Billing Address (if different)

CUSTOMER NAME: Grand Rapids Fire Department	CUSTOMER NAME:
ADDRESS: 104 SE 11th St	ADDRESS:
CITY/STATE/ZIP: Grand Rapids, MN 55744	CITY/STATE/ZIP:

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE More lines available on page 3	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE More lines available on page 3	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
Mat, Logo 5x8 Horizontal	2	\$7.357	EOW	50%	-	\$218.50
Mat, 3x10 Onyx	2	\$4.569	EOW	50%	-	\$132.25
Mat, 3x5 Onyx	12	\$1.827	EOW	50%	-	\$51.75
Dust Mop, 42"	2	\$0.65	EOW	100%	-	\$14.95
Dust Mop, 30"	2	\$0.45	EOW	100%	-	\$10.93
Laundry Bag	2	\$0.00	EOW	100%	-	\$5.75

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.
**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES:

DESCRIPTION	RATE	DESCRIPTION	RATE
Service Charge	\$0.00 per Week	Company Emblem	per Emblem
Preparation Charge	per Garment	Other Emblem	per Emblem
Bill Assure	per Week	Name Emblem	per Emblem
Multi-day Stop Charge	per Additional Stop	Other Charges/Services:	

Additional Terms/Charges:
Part of 35CYGR chain pricing

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify AUS of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of AUS. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined Merchandise covered by EasyCare®, lost Merchandise covered by Inventory Maintenance and Merchandise covered by Bill Assure.

Terms and Conditions Continued on Next Page

Use for Additional Line Items

GARMENTS AND SERVICES ORDERED:						
No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)

ALLIED MERCHANDISE AND SERVICES ORDERED:						
MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
Bag Stand	1	\$0.00	EOW	100%	-	\$16.10
Dust Mop Handle	2	\$0.00	EOW	100%	-	\$14.38
42" Dust Mop Frame	1	\$0.00	EOW	100%	-	\$4.60
30" Dust Mop Frame	1	\$0.00	EOW	100%	-	\$4.60
Wet Mop	4	\$1.17	EOW	100%	-	\$10.35
Wet Mop Handle	2	\$0.00	EOW	100%	-	\$14.38
Microfiber Towel, Navy	50	\$0.109	EOW	100%	3%	\$1.25

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.
 **There will be an extra charge reflected on your invoice for any non-standard sized garments.

TERMS AND CONDITIONS (continued)

If an "EasyCare®" charge is included, AUS will replace the corresponding Merchandise that is ruined without any additional ruin charge. Merchandise that is ruined as a result of intentional abuse is not covered by EasyCare® and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® by providing written notice to the other party, in which case standard ruin charges will apply.

If an "Inventory Maintenance" charge is included, AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. Merchandise that is lost as a result of willful misconduct is not covered by Inventory Maintenance.

If a "Bill Assure" charge is included, AUS will replace rented or leased Merchandise that is lost or ruined without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Bill Assure and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue Bill Assure at any time by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, AUS will increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. In addition, charges may be further increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise, Customer agrees that AUS may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing AUS in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing AUS at least 30 days to correct or begin to correct the deficiencies. If AUS has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare®, Inventory Maintenance and Bill Assure do not cover lost or ruined Merchandise identified in connection with any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Grand Rapids Fire Department (218) 326-7628
Name of Customer Customer Phone #
Name & Title of Customer Contact
Signature of Authorized Customer Representative Date

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of the Merchandise in areas where contact with flames or hazardous substances is possible or where it is alleged that the Merchandise was not appropriate for the actual use. Customer will immediately notify AUS of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. Customer is responsible for determining if additional safety measures are needed under specific conditions.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event will AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all AUS's fees and costs involved in collection, including reasonable attorney's fees.

The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. The parties explicitly acknowledge and agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by an AUS General Manager.

Aramark Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC

Greg Litfin, Senior Sales Executive
AUS Representative Name & Title
Signature - Aramark Representative Date 7/29/21
Signature - Aramark General Manager Date



SPECIAL MERCHANDISE ADDENDUM TO SERVICE AGREEMENT

CUSTOMER NAME: Grand Rapids Fire Department

Customer and Aramark Uniform Services (AUS) have entered into a Service Agreement (Service Agreement). At Customer's request, AUS has agreed to rent non-standard uniforms, apparel and/or allied products (Special Merchandise) that are embroidered, not part of AUS's standard product line or otherwise listed in the table below.

SPECIAL MERCHANDISE ORDERED:	
DESCRIPTION	DESCRIPTION
Mat, Logo, & Horizontal Logo	

Notwithstanding anything to the contrary contained in the Service Agreement, with respect to the Special Merchandise, Customer agrees as follows:

- (a) If Customer returns, decreases, eliminates or changes the specifications of any Special Merchandise for any reason at any time during the term or any renewal term of the Service Agreement, Customer will purchase such Special Merchandise at the then current replacement charge; and
- (b) If the Service Agreement is terminated for any reason, or the Service Agreement expires or is not renewed, Customer will purchase the entire inventory (in-service and shelf stock) of the Special Merchandise at the then current replacement charge.

Except as modified in this Addendum, all other terms of the Service Agreement shall apply to the Special Merchandise as if incorporated herein in their entirety.

This Addendum is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

By signing below, Customer agrees to order the Special Merchandise and services referenced herein and further agrees to the terms and conditions contained in this Addendum.

Aramark Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC.

Grand Rapids Fire Department (218) 326-7628
Name of Customer Customer Phone Number

Greg Litfin, Senior Sales Executive
AUS Representative Name & Title

Name & Title of Customer Contact

Signature of Aramark Representative 7/29/21
Date

Signature of Authorized Customer Representative Date

Signature – Aramark General Manager Date



REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021

AGENDA ITEM: Consider approving change orders for New Fire Hall.

PREPARED BY: Nathan Morlan

BACKGROUND:

Descriptions of New Fire Hall change orders are as follows:

Phase 2 Shannon's Inc. Change Order #001 additional work not specified in contract drawings see attached description.

Phase 2 Shannon's Inc. Change Order #003 is related to additional cost for water meter and connection fees required by Grand Rapids Public Utilities.

Phase 2 Shannon's Inc. Change Order #002 is a credit change order.

Phase 2 Max Gray Construction Change Order #008 is related additional indirect heater rental for temporary space heating.

Phase 2 A-Z Electric Change Order #004 is related to underground conduit and wire from building to generator.

Phase 1 Teracon Precast Change Order #004 is related to additional work required to install roof bar joists.

Phase 1 McDowall Company Change Order #003 is related to additional soffit and fascia work at the front and rear door canopies.

These change orders will be paid for with contingency money in the project budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve change orders as submitted.



CCO # Item 12.

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

Project: S20020C - Grand Rapids Fire Department
 11th Street SE
 Grand Rapids, Minnesota 55744

Contract Change Order #003: CE #061 - Vacuum Breakers Credit

CONTRACT COMPANY:	Shannon's Inc. 1919 Main Ave International Falls, Minnesota 56649	CONTRACT FOR:	SC-S20020C-007:WS 006 Mechanical Phase 2 Shannon's
DATE CREATED:	8/09/2021	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:	Nathan Morlan	LOCATION:	Apparatus Bay
DESIGNATED REVIEWER:	Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	08/09/2021	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	Vacuum Breakers change to RPZs	CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	(\$988.00)

DESCRIPTION:
CE #061 - Vacuum Breakers Credit
 Please submit a price deduct for the cost of the Vacuum Breakers

ATTACHMENTS:
[CE #61 R1.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	A.-5.08 - WS 06 Mechanical	Vacuum Breakers Credit	Other	(\$988.00)
Subtotal:				(\$988.00)
Grand Total:				(\$988.00)

The original (Contract Sum)	\$ 700,000.00
Net change by previously authorized Change Orders	\$ 22,377.02
The contract sum prior to this Change Order was	\$ 722,377.02
The contract sum would be changed by this Change Order in the amount of	(\$988.00)
The new contract sum including this Change Order will be	\$ 721,389.02
The contract time will not be changed by this Change Order by 0 days	

ICS
 104 Park Ave N, Suite 201
 Park Rapids, Minnesota 56470

Shannon's Inc.
 1919 Main Ave
 International Falls
 Minnesota 56649

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

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

Mark Cobb
 SIGNATURE DATE
 8/9/2021

Ryan Wicklund
 SIGNATURE DATE
 8/9/2021

 SIGNATURE DATE

 SIGNATURE DATE



Gr Fire Hall Vacuum Breaker Credit CE#61

Pricing as follows for Vacuum Breaker Credit on Truck fill stations as per noted on plans.

Materials: 2" vacuum breakers

\$170.10 Each x 5 = \$850.50

Labor: 15 min each= 1.25 hours @ \$110.00= \$137.50

Total credit = \$988.00



FERGUSON ENTERPRISES #1674
 4209 AIRPARK BOULEVARD
 DULUTH, MN 55811

Phone: 218-628-2844
 Fax: 218-628-3889

Deliver To: From: Jarod Nelson Comments:	Item 12.
--	----------

12:21:51 AUG 04 2021

Page 1 of 1

FERGUSON ENTERPRISES LLC #1657
 Price Quotation
 Phone: 218-628-2844
 Fax: 218-628-3889

Bid No: B984005
Bid Date: 08/04/21
Quoted By: JKN

Cust Phone: 218-283-9397
Terms: NET 10TH PROX

Customer: SHANNONS INC
 1919 MAIN AVENUE
 GRAND RAPIDS FIRE DEPT PH
 INTL FALLS, MN 56649-3331

Ship To: SHANNONS INC
 1919 MAIN AVENUE
 GRAND RAPIDS FIRE DEPT PH
 INTL FALLS, MN 56649-3331

Cust PO#:

Job Name: GRAND RAPIDS FIRE DEPT PH

Item	Description	Quantity	Net Price	UM	Total
W35XLK	LF 2 ATMOS VAC BRKR	1	144.693	EA	144.69

Net Total: \$144.69
Tax: \$9.95
Freight: \$0.00
Total: \$154.64

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

154.64
 Mark up 10%

 170.10 ea



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1674&on=225192>



Item 12.
CCO #008

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

Project: S20020C - Grand Rapids Fire Department
11th Street SE
Grand Rapids, Minnesota 55744

Contract Change Order #008: CE #020 - ASI #10 | CE #035 - Indirect Heater Rental |

CONTRACT COMPANY:	Max Gray Construction, Inc. 2501 5th Ave W Hibbing, Minnesota 55746	CONTRACT FOR:	SC-S20020C-005:WS 004 General Construction Phase 2 Max Gray
DATE CREATED:	6/25/2021	CREATED BY:	Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	No Change Reason
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$8,324.11

DESCRIPTION:

CE #020 - ASI #10

Please see attached ASI #10 for changes in the South Awning and Louver modification

CE #035 - Indirect Heater Rental

Please provide pricing for rental of the indirect heaters as well as set up

ATTACHMENTS:

[2050-00-GR_FIRE_DEPT.NEW_SITE_PHASE_2-027-ICS_CE_035_Heaters_and_De humidifiers-2021-06-04.pdf](#) [2050-00-GR_FIRE_DEPT.NEW_SITE_PHASE_2-010-ICS_CE_20_ASI_10_Tile_Change-2021-03-09 \(1\).pdf](#) [20067 ASI 10 - Precast Embed Change- Interior Tile Change.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #008

#	Cost Code	Description	Type	Amount
1	A.-5.06 - WS 04 General Construction	ASI #10	Other	\$ 831.23
2	A.-5.06 - WS 04 General Construction	Indirect Heater Rental	Other	\$ 7,492.88
Subtotal:				\$8,324.11
Grand Total:				\$8,324.11

The original (Contract Sum)	\$ 643,500.00
Net change by previously authorized Change Orders	\$ 30,220.27
The contract sum prior to this Change Order was	\$ 673,720.27
The contract sum would be changed by this Change Order in the amount of	\$ 8,324.11
The new contract sum including this Change Order will be	\$ 682,044.38
The contract time will not be changed by this Change Order by 0 days	



CCO # Item 12.

ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470

Max Gray Construction, Inc.
2501 5th Ave W
Hibbing Minnesota 55746

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

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

Mark Cobb

SIGNATURE DATE
 7/21/2021

James Abrahamson

SIGNATURE DATE
 7/21/2021

SIGNATURE DATE

SIGNATURE DATE 103



Project: 2050-00 - GR FIRE DEPT. NEW SITE

Item 12.

104 SE 11TH ST.
GRAND RAPIDS , Minnesota 55744

CHANGE EVENT #027 - ICS CE # 035 Heaters and Dehumidifiers

Origin:

Date Created: 6/4/2021

Created By: Bryan Ross

Status: Open

Scope: Out of Scope

Type: Owner Change

Change Reason: Client Request

Description:

Attachments: [dehumifiers.pdf](#), [Invoice_164007.pdf](#), [Invoice_165544.pdf](#)

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
01-9106.LAB	Max Gray Construction, Inc.	\$2,448.00		\$2,448.00	\$2,448.00			\$2,448.00	\$0.00	
Temp Heat.Labor										
Description: set up tear down										
01-6230.OTH	Max Gray Construction, Inc.	\$1,563.58		\$1,563.58	\$1,563.58			\$1,563.58	\$0.00	
Major Equipment Rental.Other										
Description: dehumidifiers										
01-6230.OTH	Max Gray Construction, Inc.	\$2,732.69		\$2,732.69	\$2,732.69			\$2,732.69	\$0.00	

Item 12.

Budget Code	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
Major Equipment										
Rental.Other										
Description: heaters										
90-3000.OTH		\$674.43		\$674.43	\$674.43			\$674.43	\$0.00	
General Mark-up.Other										
90-3005.OTH		\$74.18		\$74.18	\$74.18			\$74.18	\$0.00	
Bond - Mark-up.Other										
Grand Totals		\$7,492.88	\$0.00	\$7,492.88	\$7,492.88	\$0.00	\$0.00	\$7,492.88	\$0.00	\$0.00



CHANGE EVENT #010 - ICS CE#20 ASI # 10 Tile Change

Origin:

Date Created: 3/5/2021 **Created By:** Bryan Ross
Status: Open **Scope:** Out of Scope
Type: Owner Change **Change Reason:** Client Request

Description:

Attachments: [GR Fire Hall ASI 10.pdf](#), [20067 ASI 10 - Precast Embed Change- Interior Tile Change.pdf](#)

CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
09-3000 - Tile	Subcontractors	CONTRACT TILE & CARPET LLC 2050-00-2035	\$748.00		\$748.00	\$748.00			\$748.00	\$0.00	
Description: ASI #10											
90-3000 - General Mark-up	Other		\$75.00		\$75.00	\$75.00			\$75.00	\$0.00	
90-3005 - Bond - Mark- up	Other		\$8.23		\$8.23	\$8.23			\$8.23	\$0.00	

Item 12.

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
Grand Totals			\$831.23	\$0.00	\$831.23	\$831.23	\$0.00	\$0.00	\$831.23	\$0.00	\$0.00

ASI Architects Supplemental Instructions



Project Name Grand Rapids Fire Hall
Project No 020067.00

Project Address

Owner Grand Rapids Fire Department

Contractor Name

ASI No **10**

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

If these supplemental instructions cause a change in the Contract Sum or Contract Time, submit a Proposal Request to the Architect for review and comment. DO NOT PROCEED with the Work until the Proposal Request is approved by the Architect.

ASI Date

3/1/2021

ASI Title

Precast Embed Change- Interior Tile Change

ASI Description

Pages 1-2 are structural's drawings showing the canopy expansion South of Grid Line H.

1/A2.2: Canopy expansion

1/A2.3: Canopy Expansion

1/A3.1: Canopy Expansion


A4.1: Room Finish schedule changes, tile finish edits

8/A5.1: Canopy Expansion

2/A6.3: Canopy Expansion

A7.1: Tile finish edits

ASI Attachments

- 1  20067 ASI 10 - Precast Embed Change- Interior Tile Change.pdf
- 2
- 3

8/4/2021

Grand Rapid City
Attn: **Nathan Morlan**
420 N. POKEGAMA AVE
GRAND RAPIDS, MN 55744

Subject Memorandum: Replacement Kitchen Sink at the Grand Rapids Fire Station

Dear Nathan Morlan,

ICS and our Design Sub-consultants will cover the \$773.72 cost of the Replacement Kitchen Sink included in Shannon’s Mechanical CCO 2. We recommend approval of their CCO 2 in the meantime. We will process a deduct Amendment to our Agreement at a later date. Our apologies for the miscommunications on this matter.

Respectfully,

Sean Lewis

Sean Lewis
Sr. Project Manager
ICS

Digitally signed by Sean Lewis
DN: C=US,
E=sean.lewis@ics-consult.com,
O=ICS Consulting, CN=Sean Lewis
Date: 2021.08.04 11:45:26-05'00'

Cc: Jason Johnson (ICS), Kent Koerbitz (ICS), Mark Cobb (ICS), Tom Pagel (Grand Rapids city), Travis Cole (Grand Rapids city), Fiona Robinson (Obernel), John Erickson DSGW Architects





CCO # Item 12.

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S20020C - Grand Rapids Fire Department
 11th Street SE
 Grand Rapids, Minnesota 55744

Contract Change Order #004: CE #037 - Fill Joist Pockets

CONTRACT COMPANY: Teracon Precast 6189 170th Street North Hawley, Minnesota 56549	CONTRACT FOR: SC-S20020C-001:Precast Concrete
DATE CREATED: 5/21/2021	CREATED BY: Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS: Pending - In Review	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION
DESIGNATED REVIEWER: Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:
DUE DATE:	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: Design Development
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT: 0 days
FIELD CHANGE: No	TOTAL AMOUNT: \$2,146.10

DESCRIPTION:
 CE #037 - Fill Joist Pockets
 Please provide line order pricing for filling the Joist pockets

ATTACHMENTS:
[20-047-CO4-Grand Rapids Fire Hall.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #004

#	Cost Code	Description	Type	Amount
1	A.-5.03 - PreCast Concrete	Fill Joist Pockets	Other	\$ 2,146.10
Subtotal:				\$2,146.10
Grand Total:				\$2,146.10

The original (Contract Sum)	\$ 646,127.00
Net change by previously authorized Change Orders	(\$33,731.06)
The contract sum prior to this Change Order was	\$ 612,395.94
The contract sum would be changed by this Change Order in the amount of	\$ 2,146.10
The new contract sum including this Change Order will be	\$ 614,542.04
The contract time will not be changed by this Change Order by 0 days	

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413

Teracon Precast
 6189 170th Street North
 Hawley Minnesota 56549

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

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

Mark Cobb
 SIGNATURE DATE
 6/14/2021

Mark Wipf
 SIGNATURE DATE
 5/24/2021

 SIGNATURE DATE

 SIGNATURE DATE



SUBCONTRACTOR CHANGE ORDER REQUEST

Date: 4/9/2021

Grand Rapids Fire Hall

Change Order #04

From: TaraCon Precast, 6189 170th Street North, Hawley MN 56549

To: ICS, 1331 Tyler St, Minneapolis, MN 55413

This change order contains a cost to due to the following:

- 1) Material and labor to caulk 62 joist pockets

Total \$2,146.10



CCO # Item 12.

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

Project: S20020C - Grand Rapids Fire Department
 11th Street SE
 Grand Rapids, Minnesota 55744

Contract Change Order #003: CE #056 - Canopy Soffit and Fascia

CONTRACT COMPANY: McDowall Company 1431 Prosper Drive Waite Park, Minnesota 56387	CONTRACT FOR: SC-S20020C-004:WS 003 Roofing McDowall
DATE CREATED: 7/20/2021	CREATED BY: Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS: Pending - In Review	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION
DESIGNATED REVIEWER: Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:
DUE DATE:	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: Design Development
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT: 0 days
FIELD CHANGE: No	TOTAL AMOUNT: \$18,284.00

DESCRIPTION:
 CE #056 - Canopy Soffit and Fascia
 Please submit an itemized line proposal for the Canopy Soffit and Fascia add.

ATTACHMENTS:
[Grand Rapids Fire- Fascia.pdf](#) [Grand Rapids Fire- CO Request, soffits.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #003

#	Cost Code	Description	Type	Amount
1	A.-5.05 - WS 03 Roofing	Canopy Soffit and Fascia	Other	\$ 18,284.00
Subtotal:				\$18,284.00
Grand Total:				\$18,284.00

The original (Contract Sum)	\$ 344,700.00
Net change by previously authorized Change Orders	(\$13,022.00)
The contract sum prior to this Change Order was	\$ 331,678.00
The contract sum would be changed by this Change Order in the amount of	\$ 18,284.00
The new contract sum including this Change Order will be	\$ 349,962.00
The contract time will not be changed by this Change Order by 0 days	

ICS
 104 Park Ave N, Suite 201
 Park Rapids, Minnesota 56470

McDowall Company
 1431 Prosper Drive
 Waite Park Minnesota 56387

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

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

Mark Cobb
 SIGNATURE DATE
 7/20/2021

Jay Mumm
 SIGNATURE DATE
 7/20/2021

SIGNATURE DATE

SIGNATURE DATE



MASTERING
the **Elements**

CHANGE ORDER PROPOSAL

June 14, 2021

ICS
Grand Rapids Fire Department

ATTENTION: Mark Cobb

PROJECT NAME: Grand Rapids Fire Department

PROPOSAL REQUEST NUMBER: Fascia

DESCRIPTION OF CHANGE:

Fabricate and install fascia panels at the roof perimeters of the canopy roofs. Color to match soffits.

DESCRIPTION OF COSTS:	Labor:	Materials:	Subcontract:
McDowall Company			\$ -
Subtotals	\$ -	\$ -	\$ -
Sales Tax at 7.375% on Materials	\$ -		\$ -
O&P at 10% on Labor and Materials			\$ -
Profit at 5% on Subcontractors	\$ -	\$ -	
Totals			\$ -

TOTAL PRICE OF CHANGE PROPOSAL: \$ 7,314.00

SEE PAGE 2 FOR BREAKDOWN OF THIS CHANGE PROPOSAL.

THIS PROPOSAL IS VOID UNLESS NOTIFICATION TO PROCEED IS RECEIVED IN WRITING WITHIN 30 WORKDAYS.

EXCLUSIONS:

LEAD TIME ON EQUIPMENT: TBD

Submitted By: Jay Mumm Project Manager McDowall Co. 6/14/2021
Jay Mumm Title Company Date



Roofing



Heating



Air Conditioning



Energy Management



P.O. Box 606 • Waite Park, MN 56387 • Phone: 320-251-8640 • Fax: 320-251-9317 • www.mcdowallco.com

Equal Opportunity Employer/Contractor



MASTERING
the **Elements**

CHANGE ORDER COST BREAKDOWN

PROJECT NAME: Grand Rapids Fire
PROPOSAL REQUEST #: Fascia
Date: 06/14/21

SCOPE	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	LABOR HOURS
Add	1	lot	Sheetmetal install	\$ -		40.00
			materials & Misc	\$ -	\$ 1,240.00	
			Truck charge		\$ 220.00	0.00
			Sub pay		\$ 300.00	
			Sheet metal fabrication	\$ -	\$ -	10.00
				\$ -	\$ -	0.00
				\$ -	\$ -	0.00
				\$ -	\$ -	0.00
				\$ -	\$ -	0.00
				\$ -	\$ -	0.00
				\$ -	\$ -	0.00
SUBTOTAL				\$ 1,760.00	50.00	
SALES TAX				\$ 138.60	N/A	
LABOR RATE				N/A	\$ 95.00	
10% O&P MARK-UP				\$ 189.86	\$ 475.00	
McDOWALL TOTAL				\$ 2,088.46	\$ 5,225.00	

SUBCONTRACTOR COSTS:			
ADD/DEDUCT	SCOPE	SUBCONTRACTOR	AMOUNT
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL			\$ -
5% SUBCONTRACTOR MARK-UP			\$ -
SUBCONTRACTOR TOTAL			\$ -

PROPOSAL REQUEST TOTAL: \$ 7,313.46



MASTERING
the **Elements**

CHANGE ORDER PROPOSAL

May 24, 2021

ICS
Grand Rapids Fire Department

ATTENTION: Mark Cobb

PROJECT NAME: Grand Rapids Fire Department
PROPOSAL REQUEST NUMBER: Soffit

DESCRIPTION OF CHANGE:

Furnish and install unvented 24 ga soffit and trim at three canopies, includes hat channel, standard color soffits. Does not include fascia.

DESCRIPTION OF COSTS:	Labor:	Materials:	Subcontract:
McDowall Company			\$ -
Subtotals	\$ -	\$ -	\$ -
Sales Tax at 7.375% on Materials	\$ -		\$ -
O&P at 10% on Labor and Materials			\$ -
Profit at 5% on Subcontractors	\$ -	\$ -	
Totals			\$ -

TOTAL PRICE OF CHANGE PROPOSAL: \$ 10,970.00

SEE PAGE 2 FOR BREAKDOWN OF THIS CHANGE PROPOSAL.

THIS PROPOSAL IS VOID UNLESS NOTIFICATION TO PROCEED IS RECEIVED IN WRITING WITHIN 30 WORKDAYS.

EXCLUSIONS:

LEAD TIME ON EQUIPMENT: TBD

Submitted By: Jay Mumm Project Manager McDowall Co. 5/24/2021
Jay Mumm Title Company Date



Roofing



Heating



Air Conditioning



Energy Management



P.O. Box 606 • Waite Park, MN 56387 • Phone: 320-251-8640 • Fax: 320-251-9317 • www.mcdowallco.com

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MASTERING
the **Elements**

CHANGE ORDER COST BREAKDOWN

PROJECT NAME: Grand Rapids Fire
PROPOSAL REQUEST #: Soffits
Date: 05/24/21

SCOPE	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	LABOR HOURS
Add	1	lot	Sheetmetal install	\$ -		72.00
			materials & Misc	\$ -	\$ 1,317.00	
			Truck charge		\$ 344.00	0.00
			Sub pay		\$ 450.00	
			Sheet metal fabrication	\$ -	\$ -	9.00
				\$ -	\$ -	0.00
				\$ -	\$ -	0.00
				\$ -	\$ -	0.00
				\$ -	\$ -	0.00
				\$ -	\$ -	0.00
				\$ -	\$ -	0.00
				SUBTOTAL	\$ 2,111.00	81.00
				SALES TAX	\$ 166.24	N/A
				LABOR RATE	N/A	\$ 95.00
				10% O&P MARK-UP	\$ 227.72	\$ 769.50
				McDOWALL TOTAL	\$ 2,504.97	\$ 8,464.50

SUBCONTRACTOR COSTS:			
ADD/DEDUCT	SCOPE	SUBCONTRACTOR	AMOUNT
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			SUBTOTAL
			5% SUBCONTRACTOR MARK-UP
			SUBCONTRACTOR TOTAL

PROPOSAL REQUEST TOTAL: \$ 10,969.47

Roofing
 Heating
 Air Conditioning
 Energy Management
 Linc Service
 P.O. Box 606 • Waite Park, MN 56387 • Phone: 320-251-8640 • Fax: 320-251-9317 • www.mcdowallco.com

Equal Opportunity Employer/Contractor



Item 12.
CCO #001

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

Project: S20020C - Grand Rapids Fire Department
11th Street SE
Grand Rapids, Minnesota 55744

Contract Change Order #001: CE #042 - Mechanical Changes

CONTRACT COMPANY:	Shannon's Inc. 1919 Main Ave International Falls, Minnesota 56649	CONTRACT FOR:	SC-S20020C-007:WS 006 Mechanical Phase 2 Shannon's
DATE CREATED:	6/25/2021	CREATED BY:	Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$20,221.02

DESCRIPTION:

CE #042 - Mechanical Changes

Please submit an itemized line proposal for changes in scope for:

- Taping of the insulation floor
- Bracket for ceiling hung heater
- freezer line
- Time and material for fire hose connections in apparatus bay
- Extra piping for air lines

ATTACHMENTS:

[CCE05182021.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #001

#	Cost Code	Description	Type	Amount
1	A.-5.08 - WS 06 Mechanical	Mechanical Changes	Other	\$ 20,221.02
Subtotal:				\$20,221.02
Grand Total:				\$20,221.02

The original (Contract Sum)	\$ 700,000.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 700,000.00
The contract sum would be changed by this Change Order in the amount of	\$ 20,221.02
The new contract sum including this Change Order will be	\$ 720,221.02
The contract time will not be changed by this Change Order by 0 days	



CCO # Item 12.

ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470

Shannon's Inc.
1919 Main Ave
International
Falls Minnesota 56649

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

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

Mark Cobb

SIGNATURE DATE
 7/1/2021

Ryan Wicklund

SIGNATURE DATE
 6/28/2021

SIGNATURE DATE

SIGNATURE DATE 118



Grand Rapids Fire Hall Change Orders To Date

4-30-2021

1 – Convert CUH to ceiling Mount (previously submitted)

Kit with Tax. \$80.53
10% mark up \$8.00
Shipping \$45.00
1 Hr Labor @ 115.00

Total cost = \$248.53

2 – Add Ice Maker Box (previously submitted)

Total Cost= \$416.56

3 – Foam Taping

Tape : \$1140.36
Mark up : \$114.04
Labor 16 hrs= \$1840.00

Total Cost= \$3,094.40

4 – Truck Fills Station Add RPZ/Vent for hose drain

Total cost =\$6,904.00 Back up attached

5 – Added low pressure airline to Apparatus Bay

Total Cost = \$9,557.93 Back Up attached

Shannon's, Inc.

1919 Main Ave. • International Falls, MN 56649
 Phone: (218) 283-9397 • Fax: (218) 283-2803

FIELD ORDER

Item 12.

MECHANICAL CONTRACTORS

PROJECT: Grand Rapids Fire Hall

DATE: 5-18-21

JOB NO: _____

CUSTOMER: _____

STREET ADDRESS: _____

STATE: _____ ZIP: _____

WORK PERFORMED: Added a whole new run of air piping for the hose reels for the air brakes on the firetrucks.

CRAFT LABOR	# OR WORKERS	HOURS EA.	TOTAL HOURS	HOURLY RATE	TOTAL AMOUNT
Plumber/Fitter	2	40	80	115.00	9200.00
Materials					357.93
Total					\$9557.93

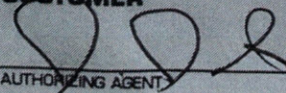
MATERIAL	QUANTITY	UNIT	UNIT PRICE	TOTAL

EQUIPMENT AND TOOLS	QUANTITY	UNIT	UNIT PRICE	TOTAL

SHANNON'S INC. MECHANICAL CONTRACTORS

CUSTOMER

SUPERVISOR _____
 WHITE - HOME OFFICE YELLOW - CUSTOMER PINK - FIELD OFFICE


 AUTHORIZING AGENT

FIELD ORDER NO. 0777



FERGUSON ENTERPRISES #1674
4209 AIRPARK BOULEVARD
DULUTH, MN 55811

Phone: 218-628-2844
Fax: 218-628-3889

Deliver To: .
From: Jarod Nelson
Comments:

Item 12.

09:52:23 MAY 18 2021

Page 1 of 1

FERGUSON ENTERPRISES LLC #1657

Price Quotation
Phone: 218-628-2844
Fax: 218-628-3889

Bid No: B894042
Bid Date: 05/18/21
Quoted By: JKN

Cust Phone: 218-283-9397
Terms: NET 10TH PROX

Customer: SHANNONS INC
1919 MAIN AVENUE
GRAND RAPIDS FIRE DEPT PH
INTL FALLS, MN 56649-3331

Ship To: SHANNONS INC
104 SE 11TH ST
GRAND RAPIDS FIRE DEPT PHAS
GRAND RAPIDS, MN 55744

Cust PO#:

Job Name: GR FIRE HALL

Item	Description	Quantity	Net Price	UM	Total
GBPTCA53G	1 BLK T&C A53A S40 PIPE	126	219.539	C	276.62
IB9G	1 BLK MI 150# 90 ELL	4	3.213	EA	12.85
IBTGFF	1X3/4X3/4 BLK MI 150# TEE	1	5.771	EA	5.77
FNW7873Z0125	1-1/4 IPS PLTD RIGID STRUT CLMP	4	2.306	EA	9.22

Net Total: \$304.46
Tax: \$20.93
Freight: \$0.00
Total: \$325.39

+ Markup

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

\$357.93

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1674&on=225192>

121

Ryan Wicklund

From: Chris Kennedy
Sent: Thursday, April 29, 2021 10:43 AM
To: Ryan Wicklund
Subject: Grand Rapids Fire Hall

This stuff should be an extra. It's for the air line we had to separate for lower pressure.

120' 1" black iron pipe
4 1" black iron 90s
1x 3/4 x 3/4 black iron Tee
4 - 1 1/4" strut clamps for iron pipe

Sent from my iPhone

Shannon's, Inc.

1919 Main Ave. • International Falls, MN 56649
Phone: (218) 283-9397 • Fax: (218) 283-2803

FIELD ORDER

Item 12.

MECHANICAL CONTRACTORS

PROJECT: Grand Rapids Fire Hall
 JOB NO: _____
 CUSTOMER: _____
 STREET ADDRESS: _____

DATE: 5-17-21

STATE: _____ ZIP: _____

WORK PERFORMED: Extra for truck fill connections, relief valve drops and RPZ installation

CRAFT LABOR	# OR WORKERS	HOURS EA.	TOTAL HOURS	HOURLY RATE	TOTAL AMOUNT
Plumbers	3	8	24	115.00	2760.00
<u>Material Attached</u>					3894.00
					<u>\$6654.00</u>

MATERIAL	QUANTITY	UNIT	UNIT PRICE	TOTAL

EQUIPMENT AND TOOLS	QUANTITY	UNIT	UNIT PRICE	TOTAL
<u>RPZ Testing</u>	1		250.00	
<u>Total Cost</u>				<u>\$6904.00</u>

SHANNON'S INC. MECHANICAL CONTRACTORS

CUSTOMER
J. Johnson
AUTHORIZING AGENT Jason Johnson

SUPERVISOR
 WHITE - HOME OFFICE YELLOW - CUSTOMER PINK - FIELD OFFICE

FIELD ORDER NO. 0776



FERGUSON ENTERPRISES #1846
 26377 INDUSTRIAL BLVD
 COHASSET, MN 55721-0000

Phone: 218-328-9900
 Fax: 218-328-9901

Deliver To: .
 From: Jarod Nelson
 Comments:

Item 12.

08:27:35 MAY 18 2021

Page 1 of 2

FERGUSON ENTERPRISES LLC #1657

Price Quotation
 Phone: 218-328-9900
 Fax: 218-328-9901

Bid No: B893827
 Bid Date: 05/18/21
 Quoted By: JKN

Cust Phone: 218-283-9397
 Terms: NET 10TH PROX

Customer: SHANNONS INC
 1919 MAIN AVENUE
 GRAND RAPIDS FIRE DEPT PH
 INTL FALLS, MN 56649-3331

Ship To: SHANNONS INC
 104 SE 11TH ST
 GRAND RAPIDS FIRE DEPT PHAS
 GRAND RAPIDS, MN 55744

Cust PO#:

Job Name: GR FIRE HALL

Item	Description	Quantity	Net Price	UM	Total
CTKKF	2X2X3/4 WROT CXXC TEE	5	42.631	EA	213.16
CMAK	2 WROT CXM ADPT	5	35.294	EA	176.47
FNW7001ECK	2 EPOX COP SPLT RNG HGR 3/8	12	1.848	EA	22.18
C9F	3/4 WROT CXC 90 ELL 7/8 OD	10	3.097	EA	30.97
C4F	3/4 WROT CXC 45 ELL 7/8 OD	5	4.298	EA	21.49
FNW7001ECF	3/4 EPOX COP SPLT RNG HGR 3/8	10	1.208	EA	12.08
FNWX416F	LF 3/4 BRS 600# WOG 2PC SWT FP BV	5	12.892	EA	64.46
LHARDF20	3/4 X 20 L HARD COP TUBE	40	528.000	C	211.20
LHARDK20	2 X 20 L HARD COP TUBE	40	2114.400	C	845.76
H331755	LF 1# PREM SOLD	1	33.252	EA	33.25
REC14030	LF 1 LB FLUX PASTE	1	13.019	EA	13.02
W975XL2K	LF 2 RED PRES BFP W/ BV	1	698.668	EA	698.67
NPC604LDK	LF 2X2 PXM ADPT LD	2	48.783	EA	97.57
NPC607LDK	LF 2 PXP 90 ELL LD	10	36.563	EA	365.63
FNWX432K	LF 2 BRS PXP FP BV WTR	2	127.408	EA	254.82
CCF9LFFD	LF 3/4X1/2 CAST CXF 90 ELL	10	25.155	EA	251.55

Net Total: \$3312.28
 Tax: \$227.72
 Freight: \$0.00
 Total: \$3540.00

Mark up \$3894.00



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1674&on=225192>

Ryan Wicklund

From: Chris Kennedy
Sent: Wednesday, April 28, 2021 7:28 AM
To: Ryan Wicklund
Subject: Grand Rapids Fire Hall Extras Truck Fill Stations

- 5-2x2x3/4" tee sweat
- 5-2" male adapter sweat
- 12-2" copper split rings
- 10-3/4" 90 sweat
- 5-3/4" 45 sweat
- 10-3/4" copper split rings
- 5-3/4" ball valve sweat
- 30'-3/4" copper pipe
- 40'-2" copper pipe
- 1-roll of solder
- 1-can of flux
- 10-3/4" sweat x 1/2 f.i.p. 90
- 1-2"RPZ vacuum breaker
- 2-2" male adapter (press)
- 10-2"90 (press)
- 2-2" ball valves (press)

Sent from my iPhone



Item 12.
CCO #004

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

Project: S20020C - Grand Rapids Fire Department
11th Street SE
Grand Rapids, Minnesota 55744

Contract Change Order #004: CE #033 - Underground Conduits | CE #051 - Breakers/Outlets Add

CONTRACT COMPANY:	A - Z Electric 200 South Ave Marble, Minnesota 55764	CONTRACT FOR:	SC-S20020C-008:WS 007 Electrical A-Z Electric
DATE CREATED:	6/25/2021	CREATED BY:	Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$63,681.70

DESCRIPTION:

CE #033 - Underground Conduits

Provide an itemized line proposal for the work to be performed for connecting from the transformer and generator pads to the building

CE #051 - Breakers/Outlets Add

Please submit an itemized line proposal for the following:

- Pressure washer relocation
- Soffit Receptacles
- Welding breakers

ATTACHMENTS:

[GFCI Welder Breakers.pdf](#) [GFCI Soffit Recep.pdf](#) [Pressure Washer.pdf](#) [Cord Reels.pdf](#) [CE #033 Underground Conduits.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #004

#	Cost Code	Description	Type	Amount
1	A.-5.09 - WS 07 Electrical	Underground Conduits	Other	\$ 57,700.00
2	A.-5.09 - WS 07 Electrical	Breakers/Outlets Add	Other	\$ 5,981.70
Subtotal:				\$63,681.70
Grand Total:				\$63,681.70

The original (Contract Sum)	\$ 299,997.00
Net change by previously authorized Change Orders	\$ 5,824.96
The contract sum prior to this Change Order was	\$ 305,821.96
The contract sum would be changed by this Change Order in the amount of	\$ 63,681.70
The new contract sum including this Change Order will be	\$ 369,503.66
The contract time will not be changed by this Change Order by 0 days	



CCO # Item 12.

ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470

A - Z Electric
200 South Ave
Marble Minnesota 55764

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

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

Mark Cobb

SIGNATURE DATE
7/20/2021

Robert A. Beern

SIGNATURE DATE
6/29/2021

SIGNATURE DATE

SIGNATURE DATE 127

Item 12.



218 247-7253 • 218 256-1652

Marble, MN 55764 Lic. EA004004

Job Invoice

Grand Rapids Fire Hall
GFCI BREAKERS WELDERS

DATE ORDERED	ORDER TAKEN BY
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION	
JOB PHONE	STARTING DATE
TERMS	

QTY.	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK
3	50 AMP GFCI Breaker WELDERS		858.00	
				MISCELLANEOUS CHARGES
				TOTAL MISCELLANEOUS
				LABOR
				HRS. RATE AMOUNT
				Labor
				400.00
TOTAL MATERIALS			858.00	TOTAL LABOR

WORK ORDERED _____

DATE ORDERED _____

DATE COMPLETED _____

CUSTOMER APPROVAL SIGNATURE _____

AUTHORIZED SIGNATURE _____

Belbin
A-Z Electric

TOTAL LABOR	400.00
TOTAL MATERIALS	858.00
TOTAL MISCELLANEOUS	
SUBTOTAL	
TAX	
GRAND TOTAL	1258.00

Item 12.



218 247-7253 • 218 256-1652
 Marble, MN 55764 Lic. EA004004

Job Invoice

DATE ORDERED	ORDER TAKEN BY
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION	
JOB PHONE	STARTING DATE
TERMS	

Soffit GFCI Receptacles

QTY.	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK								
2	GFCI WEATHER Proof Recept.		96.00									
2	4x2 1/2 Box		14.80									
2	1 1/2" mud rings		7.60									
	MC connectors, Straps, Screws		14.00									
250'	MC wire		470.00									
2	Weather proof covers		54.00									
				MISCELLANEOUS CHARGES								
				TOTAL MISCELLANEOUS								
				<table border="1"> <thead> <tr> <th>LABOR</th> <th>HRS.</th> <th>RATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>Labor</td> <td></td> <td></td> <td>800.00</td> </tr> </tbody> </table>	LABOR	HRS.	RATE	AMOUNT	Labor			800.00
LABOR	HRS.	RATE	AMOUNT									
Labor			800.00									
TOTAL MATERIALS			656.40	TOTAL LABOR								

WORK ORDERED _____
 DATE ORDERED _____
 DATE COMPLETED _____
 CUSTOMER APPROVAL SIGNATURE _____
 AUTHORIZED SIGNATURE _____

[Signature]
 A-Z Electric

TOTAL LABOR	800.00
TOTAL MATERIALS	656.40
TOTAL MISCELLANEOUS	
SUBTOTAL	
TAX	
GRAND TOTAL	1456.40

Item 12.



Job Invoice

SOLD TO
218 247-7253 • 218 256-1652
Marble, MN 55764 Lic. EA004004

*Pressure Washer Moved TO EAST
 Per Print Spec.*

DATE ORDERED	ORDER TAKEN BY
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION	
JOB PHONE	STARTING DATE
TERMS	

QTY.	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK
1	EMT - 60'		192.00	
6	1" couplings		25.80	
2	1" connectors		7.50	
46	60 x 3 = 180 x \$2.85		513.00	
				MISCELLANEOUS CHARGES
				<i>LIFT</i> 150.00
				TOTAL MISCELLANEOUS
		LABOR	HRS.	RATE
		<i>LABOR</i>		800.00
TOTAL MATERIALS			<i>738.30</i>	TOTAL LABOR

WORK ORDERED _____

DATE ORDERED _____

DATE COMPLETED _____

CUSTOMER APPROVAL SIGNATURE _____

AUTHORIZED SIGNATURE _____

*Ble. Sun
 A-2 Electric*

TOTAL LABOR	800.00
TOTAL MATERIALS	738.30
<i>LIFT</i> TOTAL MISCELLANEOUS	150.00
SUBTOTAL	
TAX	
GRAND TOTAL	1688.30

Item 12.



218 247-7253 • 218 256-1652
 Marble, MN 55764 Lic. EA004004

Job Invoice

DATE ORDERED	ORDER TAKEN BY
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION	
JOB PHONE	STARTING DATE
TERMS	

GRAND Rapids Fire Hall
 CORD REEL CHANGE

QTY.	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK	
9	20 A GFCI BREAKERS BOLT ON	131.00	1179.00	CORD REELS That were SPEC - Not what customer wants, They want cord cap ENDS - Need GFCI breakers at panel, A-2 to provide cord reels.	
MISCELLANEOUS CHARGES					
NEED Authorization ASAP TO GET CORD REELS ON SITE.					
TOTAL MISCELLANEOUS					
		LABOR	HRS.	RATE	AMOUNT
		4 HRS Labor	10.00		400.00
TOTAL MATERIALS					1179.00
			TOTAL LABOR		

WORK ORDERED	B.B. Ben	TOTAL LABOR	400.00
DATE ORDERED	A-2 Electric 5/26/21	TOTAL MATERIALS	1179.00
DATE COMPLETED		TOTAL MISCELLANEOUS	
CUSTOMER APPROVAL SIGNATURE		SUBTOTAL	
AUTHORIZED SIGNATURE		TAX	
		GRAND TOTAL	1579.00

Item 12.

YOUR LOGO
HERE

A-Z ELECTRIC

INVOICE # NO.
DATE: DATE

EXPIRATION DATE DATE

TO GRAND RAPIDS FIRE HALL
CE #033 Underground Conduits

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	GR FIRE HALL		
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
2560	500 ALUM THHN		5689.09
640	3 1/2 PVC		5567.07
4	3 1/2 SWEEP		535.68
4	3 1/2 FA, LK NUT , BUSHING		19.46
20	3 1/2 COUPLING		44.26
320	1 1/2 PVC		984.03
2	1 1/2 SWEEP		4.93
160	3/4 PVC		360.68
3600	12 THHN		940.04
1	6 THHN		512.12
1	PULLING TUGGER AND ROPE		1800.00
1	MISC GLUE, PRIMER, TAPE, CAULK		751.35
240	LABOR		24000.00
1	TRENCH		4500.00
1	MOBILIZATION		1400.00
360	3" pvc		3131.48
20	3 " COP		44.26
6	SWEEPS		803.52
3	CONNECTORS		19.46
3	MULE TAPE		693.57
1	TRENCH		4500.00
1	DEMOBILIZATION		1400.00
		SUBTOTAL	
		SALES TAX	
		TOTAL	57700.00



CCO # Item 12.

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

Project: S20020C - Grand Rapids Fire Department
 11th Street SE
 Grand Rapids, Minnesota 55744

Contract Change Order #002: CE #046 - Water Meter

CONTRACT COMPANY: Shannon's Inc. 1919 Main Ave International Falls, Minnesota 56649	CONTRACT FOR: SC-S20020C-007:WS 006 Mechanical Phase 2 Shannon's
DATE CREATED: 8/09/2021	CREATED BY: Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS: Pending - In Review	REVISION: 0
REQUEST RECEIVED FROM: Ryan Wicklund	LOCATION:
DESIGNATED REVIEWER: Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:
DUE DATE: 08/09/2021	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE: Water Meter charge	CHANGE REASON: Inspector/Code Required
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT: 0 days
FIELD CHANGE: No	TOTAL AMOUNT: \$2,156.00

DESCRIPTION:
CE #046 - Water Meter
 Please submit an itemized line order proposal for getting the meter from the City and installation of the water meter

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	A.-5.08 - WS 06 Mechanical	Water Meter	Other	\$ 2,156.00
Subtotal:				\$2,156.00
Grand Total:				\$2,156.00

The original (Contract Sum)	\$ 700,000.00
Net change by previously authorized Change Orders	\$ 20,221.02
The contract sum prior to this Change Order was	\$ 720,221.02
The contract sum would be changed by this Change Order in the amount of	\$ 2,156.00
The new contract sum including this Change Order will be	\$ 722,377.02
The contract time will not be changed by this Change Order by 0 days	

ICS
 104 Park Ave N, Suite 201
 Park Rapids, Minnesota 56470

Shannon's Inc.
 1919 Main Ave
 International Falls
 Minnesota 56649

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

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

Mark Cobb
 SIGNATURE DATE
 8/9/2021

Ryan Wicklund
 SIGNATURE DATE
 8/9/2021

SIGNATURE DATE

SIGNATURE DATE



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021
AGENDA ITEM: Approve Early Retirement Incentive Agreements
PREPARED BY: Tom Pagel

BACKGROUND:

In an effort to reduce the 2022 budget, the City Council authorized the implementation of an Early Retirement Incentive Program (ERIP). Nineteen employees were eligible for the program. The City has received two applications, which are attached.

It is proposed to not fill the Public Works labor position until future favorable budget years. It is necessary to fill the Mechanic position immediately. It is also proposed to not fill the Assistant Chief position which is discussed under a separate RCA.

The total 2022 estimated savings by approving these ERIP agreements and implementing Police Department changes is \$197,770. This savings includes filling the Mechanic position.

REQUESTED COUNCIL ACTION:

Make a motion to approve the ERIP agreements.

PARTICIPATION AGREEMENT

I hereby apply for the Early Retirement Incentive Program (ERIP) from the City of Grand Rapids. For purposes of this Participation Agreement and Release of Claims, the term "City" refers to the City of Grand Rapids and includes their past, present and future officers, officials, employees, volunteers, and agents, insurers, representatives, counsel, administrators, or any of them, in both their individual and official capacities. I have read the ERIP Information Sheet in this packet and understand the terms and conditions of the ERIP and agree to be bound by those conditions.

I will be eligible for a PERA pension on the following dates:

- Full unreduced pension on 12/1/2019 (date).
- Early (reduced) pension on N/A (date)

A. Resignation or Retirement.

I understand that by signing this Agreement, I voluntarily agree to resign from my employment with the City of Grand Rapids on the following date:

10/30/2021 (date)

I understand and agree that by participating in the Early Retirement Incentive Program and signing this Participation Agreement and Release of Claims, I may not return to employment in any permanent position with the City of Grand Rapids. I further understand and agree that if I accept another position with the City prior to my separation date, regardless of the starting date of the position, I will not be eligible for and will not receive any incentive payment under this Program.

I further understand and agree that I will sign the Release of Claims Agreement provided to me as a part of the ERIP packet on my last day of employment with the City and that my participation in the program is contingent upon the City's receipt of that signed Release of Claims agreement.

B. Benefits Paid under the Early Retirement Incentive Program.

I agree that if I have provided the City with a signed and dated Release of Claims Agreement as set forth above, in exchange for my voluntary separation, the City of Grand Rapids will provide me with the benefits and additional pay as set forth in Section 3 of the Information Sheet in this packet.

C. My Acknowledgement of the Consideration and Purpose of the Release of Claims

I received the Early Retirement Incentive Program materials authorized by the City of Grand Rapids on May 24, 2021, and reviewed them. These materials include descriptions of who is eligible for the Incentive Program and the time limitations under the Incentive Program. The City encouraged me to seek counsel from a financial advisor and lawyer before signing this Participation Agreement and Release of Claims.

I have at least forty-five (45) calendar days to consider whether to sign this Participation Agreement and Release of Claims. I understand that I may knowingly and voluntarily agree to waive the forty-five (45) calendar day consideration period by electing to sign the Participation Agreement and Release of Claims before the forty-five (45) calendar days have passed. The City encouraged me to take my time and carefully evaluate my circumstances before deciding if signing this Participation Agreement and Release of Claims is the right thing for me to do.



Signature

7/21/21

Date

Application must be submitted to the City Administrator by 12:00 p.m. on July 30, 2021

RELEASE OF CLAIMS AGREEMENT

This Release of Claims Agreement (“Agreement”) is made and entered into and executed on the latest date affixed to the signatures hereto by and between the City of Grand Rapids, Minnesota (the “City”) and RANDY MYRER (“Employee”) in consideration for the City’s payment of certain benefits to Employee under the City’s early retirement incentive program, for which program Employee has voluntarily applied for and chosen to participate in.

All parties hereto, in consideration of their mutual covenants and Agreements to be performed, as hereinafter set forth, agree as follows:

Article 1. Consideration

In consideration for Employee’s voluntary participation in the City’s early retirement incentive program and execution of this agreement, the City will pay Employee \$15,000 annually for five (5) years (60 months). To the extent an employee is eligible for payment under this provision greater than their 2021 annual salary, any amounts in excess of their 2021 annual salary will be paid in the form of a contribution toward their MSRS account. Additionally, if Employee retires prior to November 1, 2021 under this program, the City will make an additional one-time payment of \$3,500 to Employee for the same purpose.

The City will also pay Employee in full for any unused Flexible Time Off (FTO) at the time of Employee’s retirement up to a maximum of 288 hours.

The payments described in this Article are the full and final compensation for any and all claims arising out of Employee’s employment with the City.

Article 2. No Precedent or Past Practice

All parties to this Agreement hereby acknowledge and agree that: (1) this Agreement is solely for the purposes of resolving the matters in this Agreement; (2) the terms of this Agreement do not have any precedential value beyond this Agreement; and (3) neither this Agreement nor its terms can be introduced, referred to, or in any other way utilized in any subsequent negotiations, mediation, arbitration, litigation, or administrative hearing, except as may be necessary to enforce its provisions and terms.

Article 3. No Recall Rights

Employee agrees that he/she has no recall rights to employment with the City nor will he/she assert such rights under any applicable Labor Agreements between the City and any collective bargaining unit.

Article 4. Employee Waiver and Release

Section 4.1 Employee knowingly and voluntarily waives his right to pursue and release the City from any and all grievances, claims, demands, actions, liability, damages or rights of any kind, whether known or unknown, that he/she has asserted or may assert, directly arising out of or resulting from Employee’s employment with the City to the extent such claims can be waived and released. These claims include, but are not limited to:

- a. Claims for breach of contract, fraud or misrepresentation, deceit, assault and battery, defamation, all forms of unlawful discrimination and/or harassment, negligence, intentional or negligent infliction of emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, reprisal, unfair labor practices, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence or other breach of duty, wrongful termination of employment, retaliation, breach of public policy, vicarious liability, invasion of privacy, interference with contractual or business relationships, reprisal; and
- b. All claims and rights arising under the Veterans Preference Act, Minn. Stat. § 197.46; any applicable Labor Agreement; the City's Personnel Policy Manual; the Minnesota Human Rights Act, Minn. Stat. §§ 363A.01-41; Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000e – e-17; the Family and Medical Leave Act, 29 U.S.C. §§ 2601-54; the Americans with Disabilities Act, 42 U.S.C. § 12101-117; the Rehabilitation Act of 1973, 29 U.S.C. § 701-96i; the Workers' Compensation Act, Minn. Stat. §§ 176.01-.861; the Public Employment Labor Relations Act, Minn. Stat. §§ 179A.01-.30; the Equal Pay Act ("EPA"), the Lilly Ledbetter Fair Pay Act of 2009, the Minnesota Occupational Health and Safety Act, Minn. Stat. §§ 182.65-.676; the Minnesota Whistleblower Act, Minn. Stat. §§ 181.931-.935; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; and the state and federal Fair Labor Standards Acts, 29 U.S.C. §§ 201-19, Minn. Stat. §§ 177.21-.35; claims for continued health insurance coverage under Minn. Stat. § 299A.465, or other federal, state or local civil rights laws prohibiting discrimination, and any other claims for unlawful employment practices; and common law.
- c. Claims for alleged injuries or damages or compensation for bodily injury, personal injury, wage loss benefits, reinstatement, medical expenses, emotional distress, fines, penalties, punitive damages, attorney's fees, costs and expenses, interest, and claims of injunctive relief.

Section 4.2 Employee waives his right to contest any recall or failure to recall Employee to employment with the City under Minn. Stat. § 197.46 and any applicable Labor Agreement.

Article 5. Consideration and Rescission

Section 5.1 Employee has 21 days in which to consider this Agreement pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34. Employee was provided a copy of this Agreement on 5/25/2006.

Section 5.2 Employee has the right to rescind the release of the claims set forth in Article 4 of this Agreement with regard to claims arising under the Minnesota Human Rights Act, Minn. Stat. §§ 363A.01-41, within 15 calendar days of execution of this Agreement, and with regard to his rights arising under the Age Discrimination in Employment Act, 29 U.S.C.

§§ 621-34, within 7 calendar days of execution of this Agreement. The two rescission periods shall run concurrently. In order to be effective, the rescission must:

- A. Be in writing;
- B. Be delivered to Tom Pagel, City Administrator, 420 North Pokegama Avenue, Grand Rapids, MN 55744; and
- C. If delivered by mail, the rescission must be postmarked within the required period, properly addressed to Tom Pagel, as set forth above, and sent by certified mail, return receipt requested.

This Agreement will be effective upon the expiration of the 15-day period if there is no rescission. If Employee rescinds this Agreement in accordance with this article, he/she will not be permitted to participate in the City's early retirement incentive program, will not receive the payment(s) set forth in Article 1 of this Agreement and he/she will be obligated to return any benefits and payments if already received pursuant to this agreement.

Article 6. Amendment, Modification, or Termination

This Agreement or any of its terms may only be amended, modified, or terminated by a written instrument signed by or on behalf of all of the parties hereto or their successors in interest.

Article 7. Entire Agreement

This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and understandings with respect thereto.

Article 8. Binding Effect

This Agreement is binding upon, and inures, to the benefit of the successors, executors, administrators, heirs and legal representatives of the parties hereto. This Agreement is not assignable by any party. Any purported assignment by any party shall be null and void and not operate to relieve such party of its obligations hereunder.

Article 9. Governing Law and Severability

Section 9.1 This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

Section 9.2 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by any branch of government with authority over such provision or portion thereof, the remainder of this Agreement shall be deemed

severable, shall not be affected, and shall remain in full force and effect.

Article 10. Voluntary and Knowing Action

Employee acknowledges that: (1) he/she has read and understands the contents of this Agreement; (2) he/she has been given a fair opportunity to discuss and negotiate the terms of this Agreement; (3) he/she is advised to consult an attorney before signing this Agreement; (4) he/she was represented by an attorney prior to signing this Agreement; (5) he/she agrees with the Agreement's provisions and is voluntarily and without duress entering into this Agreement; and (6) he/she has been given at least 21 days to consider this Agreement. If Employee signs the Agreement before the expiration of the 21 day period, it is because he has decided voluntarily that he does not need any additional time to decide whether to sign the Agreement.

Article 11. Effective Date

This Agreement is not effective nor executed until the latest date affixed to the signatures hereto.

By: 
EMPLOYEE
RANDY MYHRER

Dated: 7/21/21

Accepted on behalf of the City of Grand Rapids

By: _____
Mayor

Dated: _____

By: _____
City Administrator

Dated: _____

PARTICIPATION AGREEMENT

I hereby apply for the Early Retirement Incentive Program (ERIP) from the City of Grand Rapids. For purposes of this Participation Agreement and Release of Claims, the term "City" refers to the City of Grand Rapids and includes their past, present and future officers, officials, employees, volunteers, and agents, insurers, representatives, counsel, administrators, or any of them, in both their individual and official capacities. I have read the ERIP Information Sheet in this packet and understand the terms and conditions of the ERIP and agree to be bound by those conditions.

I will be eligible for a PERA pension on the following dates:

- Full unreduced pension on _____ (date).
- Early (reduced) pension on 2/21/2016 (date)

A. Resignation or Retirement.

I understand that by signing this Agreement, I voluntarily agree to resign from my employment with the City of Grand Rapids on the following date:

October 31, 2021 (date)

I understand and agree that by participating in the Early Retirement Incentive Program and signing this Participation Agreement and Release of Claims, I may not return to employment in any permanent position with the City of Grand Rapids. I further understand and agree that if I accept another position with the City prior to my separation date, regardless of the starting date of the position, I will not be eligible for and will not receive any incentive payment under this Program.

I further understand and agree that I will sign the Release of Claims Agreement provided to me as a part of the ERIP packet on my last day of employment with the City and that my participation in the program is contingent upon the City's receipt of that signed Release of Claims agreement.

B. Benefits Paid under the Early Retirement Incentive Program.

I agree that if I have provided the City with a signed and dated Release of Claims Agreement as set forth above, in exchange for my voluntary separation, the City of Grand Rapids will provide me with the benefits and additional pay as set forth in Section 3 of the Information Sheet in this packet.

C. My Acknowledgement of the Consideration and Purpose of the Release of Claims

I received the Early Retirement Incentive Program materials authorized by the City of Grand Rapids on May 24, 2021, and reviewed them. These materials include descriptions of who is eligible for the Incentive Program and the time limitations under the Incentive Program. The City encouraged me to seek counsel from a financial advisor and lawyer before signing this Participation Agreement and Release of Claims.

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Signature

7-30-21

Date

Application must be submitted to the City Administrator by 12:00 p.m. on July 30, 2021

RELEASE OF CLAIMS AGREEMENT

This Release of Claims Agreement (“Agreement”) is made and entered into and executed on the latest date affixed to the signatures hereto by and between the City of Grand Rapids, Minnesota (the “City”) and Kelly Morris (“Employee”) in consideration for the City’s payment of certain benefits to Employee under the City’s early retirement incentive program, for which program Employee has voluntarily applied for and chosen to participate in.

All parties hereto, in consideration of their mutual covenants and Agreements to be performed, as hereinafter set forth, agree as follows:

Article 1. Consideration

In consideration for Employee’s voluntary participation in the City’s early retirement incentive program and execution of this agreement, the City will pay Employee \$15,000 annually for five (5) years (60 months). To the extent an employee is eligible for payment under this provision greater than their 2021 annual salary, any amounts in excess of their 2021 annual salary will be paid in the form of a contribution toward their MSRS account. Additionally, if Employee retires prior to November 1, 2021 under this program, the City will make an additional one-time payment of \$3,500 to Employee for the same purpose.

The City will also pay Employee in full for any unused Flexible Time Off (FTO) at the time of Employee’s retirement up to a maximum of 288 hours.

The payments described in this Article are the full and final compensation for any and all claims arising out of Employee’s employment with the City.

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Article 3. No Recall Rights

Employee agrees that he/she has no recall rights to employment with the City nor will he/she assert such rights under any applicable Labor Agreements between the City and any collective bargaining unit.

Article 4. Employee Waiver and Release

Section 4.1 Employee knowingly and voluntarily waives his right to pursue and release the City from any and all grievances, claims, demands, actions, liability, damages or rights of any kind, whether known or unknown, that he/she has asserted or may assert, directly arising out of or resulting from Employee’s employment with the City to the extent such claims can be waived and released. These claims include, but are not limited to:

- a. Claims for breach of contract, fraud or misrepresentation, deceit, assault and battery, defamation, all forms of unlawful discrimination and/or harassment, negligence, intentional or negligent infliction of emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, reprisal, unfair labor practices, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence or other breach of duty, wrongful termination of employment, retaliation, breach of public policy, vicarious liability, invasion of privacy, interference with contractual or business relationships, reprisal; and
- b. All claims and rights arising under the Veterans Preference Act, Minn. Stat. § 197.46; any applicable Labor Agreement; the City's Personnel Policy Manual; the Minnesota Human Rights Act, Minn. Stat. §§ 363A.01-41; Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000e – e-17; the Family and Medical Leave Act, 29 U.S.C. §§ 2601-54; the Americans with Disabilities Act, 42 U.S.C. § 12101-117; the Rehabilitation Act of 1973, 29 U.S.C. § 701-96i; the Workers' Compensation Act, Minn. Stat. §§ 176.01-.861; the Public Employment Labor Relations Act, Minn. Stat. §§ 179A.01-.30; the Equal Pay Act ("EPA"), the Lilly Ledbetter Fair Pay Act of 2009, the Minnesota Occupational Health and Safety Act, Minn. Stat. §§ 182.65-.676; the Minnesota Whistleblower Act, Minn. Stat. §§ 181.931-.935; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; and the state and federal Fair Labor Standards Acts, 29 U.S.C. §§ 201-19, Minn. Stat. §§ 177.21-.35; claims for continued health insurance coverage under Minn. Stat. § 299A.465, or other federal, state or local civil rights laws prohibiting discrimination, and any other claims for unlawful employment practices; and common law.
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Article 5. Consideration and Rescission

Section 5.1 Employee has 21 days in which to consider this Agreement pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34, 5/25/2021 *gml*
Employee was provided a copy of this Agreement on 7/30/2021.

Section 5.2 Employee has the right to rescind the release of the claims set forth in Article 4 of this Agreement with regard to claims arising under the Minnesota Human Rights Act, Minn. Stat. §§ 363A.01-41, within 15 calendar days of execution of this Agreement, and with regard to his rights arising under the Age Discrimination in Employment Act, 29 U.S.C.

§§ 621-34, within 7 calendar days of execution of this Agreement. The two rescission periods shall run concurrently. In order to be effective, the rescission must:

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This Agreement or any of its terms may only be amended, modified, or terminated by a written instrument signed by or on behalf of all of the parties hereto or their successors in interest.

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severable, shall not be affected, and shall remain in full force and effect.

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Article 11. Effective Date

This Agreement is not effective nor executed until the latest date affixed to the signatures hereto.

By: 
EMPLOYEE

Dated: 7-30-21

Accepted on behalf of the City of Grand Rapids

By: _____
Mayor

Dated: _____

By: _____
City Administrator

Dated: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021
AGENDA ITEM: Public Works Lead Mechanic and Mechanic positions
PREPARED BY: Lynn DeGrio

BACKGROUND:

With the upcoming retirement of Randy Myhrer from the Lead Mechanic position, we are recommending promoting Charles Bruemmer, Mechanic, to the Lead Mechanic position at a rate of \$28.70 per hour per the union contract effective November 1, 2021.

We would also like to begin the process of filling the vacant Mechanic position. We have reviewed the job descriptions for both positions and have made recommended changes. The timeline to appoint a new mechanic is as follows:

August 10, 2021 – August 31, 2021	Applications accepted
September 1, 2021 – September 10, 2021	Review applications and schedule interviews
September 13, 2021 – September 17, 2021	Interviews
September 27, 2021	Recommendation to City Council
September 28, 2021 – October 29, 2021	Background Check, Drug, Physical, and Psychological testing
November 1, 2021	First date of employment

We will come back to the City Council at a later date with a recommendation for hire.

REQUESTED COUNCIL ACTION:

Make a motion to promote Charles Bruemmer from Mechanic to Lead Mechanic effective November 1, 2021 and authorize City staff to begin the process of filling the vacant Mechanic position.

City of Grand Rapids Job Description

Job Title: Public Works Mechanic
Department: Public Works
FLSA Status: Non-exempt
Approved By: City Council
Approved Date: ~~June 25, 2012~~ August 9, 2021

Summary: Performs intermediate technical work maintaining the vehicles and mechanical equipment of the department, and related work as apparent or assigned. Work is performed under the limited supervision of the Lead Mechanic.

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

- Plans, carries out and evaluates preventative maintenance schedules for all vehicles and mechanical equipment, either personally, or through outside vendors.
- Operates a variety of diagnostic instruments and a variety of hand, electric, and air-driven tools.
- Tests, services and repairs vehicles and mechanical equipment.
- Inspects, adjusts and replaces necessary units and related parts in the performance of repair and Maintenance work.
- Repairs brake, engine, electrical, fuel, hydraulic, transmission, ignition, air, exhaust, axle assemblies and related systems.
- Cuts and welds metal and performs body repair, touch up and related work.
- Changes and repairs tires and tubes.
- Evaluates status of mechanical equipment and vehicles, and performs or schedules needed repairs.
- Conducts various analyses and inspections of vehicles and mechanical systems to determine the most cost-effective means of maintenance, repair or replacement.
- Develops shop procedures and budget data for the maintenance and repair of vehicles and mechanical systems.
- Purchases equipment, parts, and supplies used for vehicle and mechanical system maintenance.
- Provides emergency field assistance to disabled equipment as needed and appropriate.
- Assists in the preparation of bid specifications for vehicles and mechanical equipment.
- Assists in the preparation and administration of mechanical budgets in conformance with adopted policies and procedures.
- Maintains records, prepares reports and other specialized maintenance records of equipment and mechanical equipment.
- Be available to work night shift if required.
- Perform other work as directed by the Public Works Director.

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

Education and/or Experience

Associates/Technical degree in auto mechanics, or related field and moderate experience working in heavy machinery maintenance and mechanics, conducting small or large engine repair, or equivalent combination of education and experience. Five (5) years in heavy truck and/or heavy equipment experience preferred.

Certified MNDOT inspector within six (6) months of hire.

Ability to obtain and maintain certifications through initial and ongoing continuing education.

Valid commercial driver's license in the State of Minnesota.

- Ability to analyze and repair all kinds of equipment.
- Ability to read and comprehend technical manuals.
- Ability to make decisions as to the extent of repair needed.
- Ability to create and keep various records related to services rendered.
- Ability to operate standard vehicles, tools and equipment related to public municipalities.
- General skill operating standard office equipment and related hardware and software.
- General skill operating standard accounting software.
- Ability to make arithmetic computations using whole numbers, fractions and decimals.
- ~~Thorough knowledge of automotive mechanics; Considerable knowledge of gas and diesel engines, transmissions, hydraulics, fire pumps and valves, generators and welding; price trends and grades of quality of materials and equipment; Working knowledge of the hazards and safety precautions common to municipal maintenance and repair activities; Working knowledge of the practices, methods, materials and tools used in modern equipment maintenance.~~ Thorough knowledge of heavy trucks and equipment, both gas and diesel engines, exhaust and emissions systems, turbos and hydraulics, considerable knowledge of generators and welding, transmissions, fire pumps and valves, price trends and grades and quality of materials and equipment. Working knowledge of hazards and safety precautions common to municipal maintenance and repair. Working knowledge of the practices, methods, material, and tools used in modern heavy equipment maintenance.
- Skill in operation of listed tools and equipment.
- Ability to establish and maintain effective accounting procedures; Ability to carry out assigned projects to their completion; Ability to communicate effectively, verbally and in writing; Ability to establish and maintain effective working relationships with employees, supervisors, vendors and the public.

TOOLS AND EQUIPMENT USED:

Motorized vehicles for mechanical testing purposes, power and hand tools and equipment for vehicle and mechanical system work; mechanic's tools including jacks, hydraulic lifts, air tools, and other tools required for minor repairs and routine maintenance of motorized vehicles including welding equipment; electronic vehicle diagnostic equipment; personal computer, calculator, phone; mobile and portable radio.

Physical Demands This work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 50 pounds of force; work regularly requires standing, using hands to finger, handle or feel and lifting, frequently requires reaching

with hands and arms and occasionally requires walking, speaking or hearing, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling and repetitive motions; work requires close vision, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; no special hearing perception is required; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires working near moving mechanical parts and exposure to fumes or airborne particles and occasionally requires wet, humid conditions (non-weather), working in high, precarious places, exposure to toxic or caustic chemicals, exposure to outdoor weather conditions, exposure to extreme heat (non-weather), exposure to the risk of electrical shock, working with explosives, exposure to vibration and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

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

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

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

City of Grand Rapids Job Description

Job Title: **Lead Mechanic**
Department: Public Works
FLSA Status: Non-exempt
Approved By: City Council
Approved Date: June 25, 2012

Summary: Performs difficult technical work maintaining city mobile equipment and related machinery, maintaining interior aspects of the city garage, supervising and directing the work of others, creating and maintaining applicable records, and related work as apparent or assigned. Work is performed under the general direction of the Director of Public Works. Limited oversight is exercised over the Mechanic.

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

- Maintains all vehicles which are part of the City of Grand Rapids fleet.
- Repairs all city-owned vehicles within the scope of personnel and time available.
- Schedules repairs or servicing done at private establishments.
- Maintains inventory of shop tools and equipment.
- Responsible for purchase of shop tools and equipment.
- Orders and is responsible for all fuel, lubricants, batteries and other supplies required to maintain the vehicles and machines of the Public Works Department.
- Responsible for maintenance of all records ordering documents, and other garage record-keeping.
- Responsible for maintenance of all records, ordering documents, and other garage record-keeping.
- Establish and direct a preventative maintenance program.
- Directs work and determines priority of projects.
- Orders shop supplies.

Education and/or Experience

Associates/Technical degree in auto mechanics, or related field and considerable experience working in heavy machinery maintenance and mechanics, conducting small or large engine repair, or equivalent combination of education and experience.

Certified truck inspector within six (6) months of hire.

Department and organization specific training will be provided and must be completed within six (6) months of hire and on an ongoing basis.

Valid commercial driver's license in the State of Minnesota.

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

- Thorough knowledge of standard electrical schematics.

- Thorough knowledge of standard mechanical repair guides, processes, rules, standards and regulations.
- Thorough knowledge of standard business correspondence related to mechanical repair and work order completion.
- General knowledge of budgeting and expense reporting.
- Thorough skill operating standard tools of the trade.
- Thorough skill operating specialized equipment after an initial training period.
- General skill creating and keeping records of service.
- General skill operating standard office equipment and related hardware and software.
- General skill operating standard accounting software.
- Ability to compute rates, ratios and percentages.
- Ability to keep inventory and order supplies as needed.
- Ability to learn and use a variety of mechanical and public works equipment, tools and materials.
- Ability to initiate and maintain records.
- Ability to establish and maintain effective working relationships with staff, vendors and the general public.

Physical Demands This work requires the regular exertion of up to 10 pounds of force and occasional exertion of over 100 pounds of force; work regularly requires standing, using hands to finger, handle or feel, reaching with hands and arms, pushing or pulling and repetitive motions, frequently requires walking, speaking or hearing, stooping, kneeling, crouching or crawling and lifting and occasionally requires sitting, climbing or balancing and tasting or smelling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals and exposure to vibration and occasionally requires wet, humid conditions (non-weather), working in high, precarious places, exposure to outdoor weather conditions, exposure to extreme heat (non-weather), exposure to the risk of electrical shock, working with explosives, wearing a self contained breathing apparatus and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a very loud noise location (e.g. jack hammer work, garbage recycle plant).

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

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

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021

AGENDA ITEM: Restructuring of the Grand Rapids Police Department

PREPARED BY: Lynn DeGrio

BACKGROUND:

With the recent retirement of Police Chief Scott Johnson, we would like to restructure the Grand Rapids Police Department. We are recommending eliminating the Assistant Chief of Police and adding two Police Captain positions in place of that position. These positions will be classified as exempt and non-represented, just as the Assistant Chief of Police position was.

We are also recommending eliminating one of the five current Sergeant positions, which would be the Administrative Sergeant position, since the Police Captains will be responsible for those job duties.

Attached you will find the following:

1. Recommended organization chart; and
2. Revised job description for Chief of Police; and
3. Recommended job description for Captain position(s).

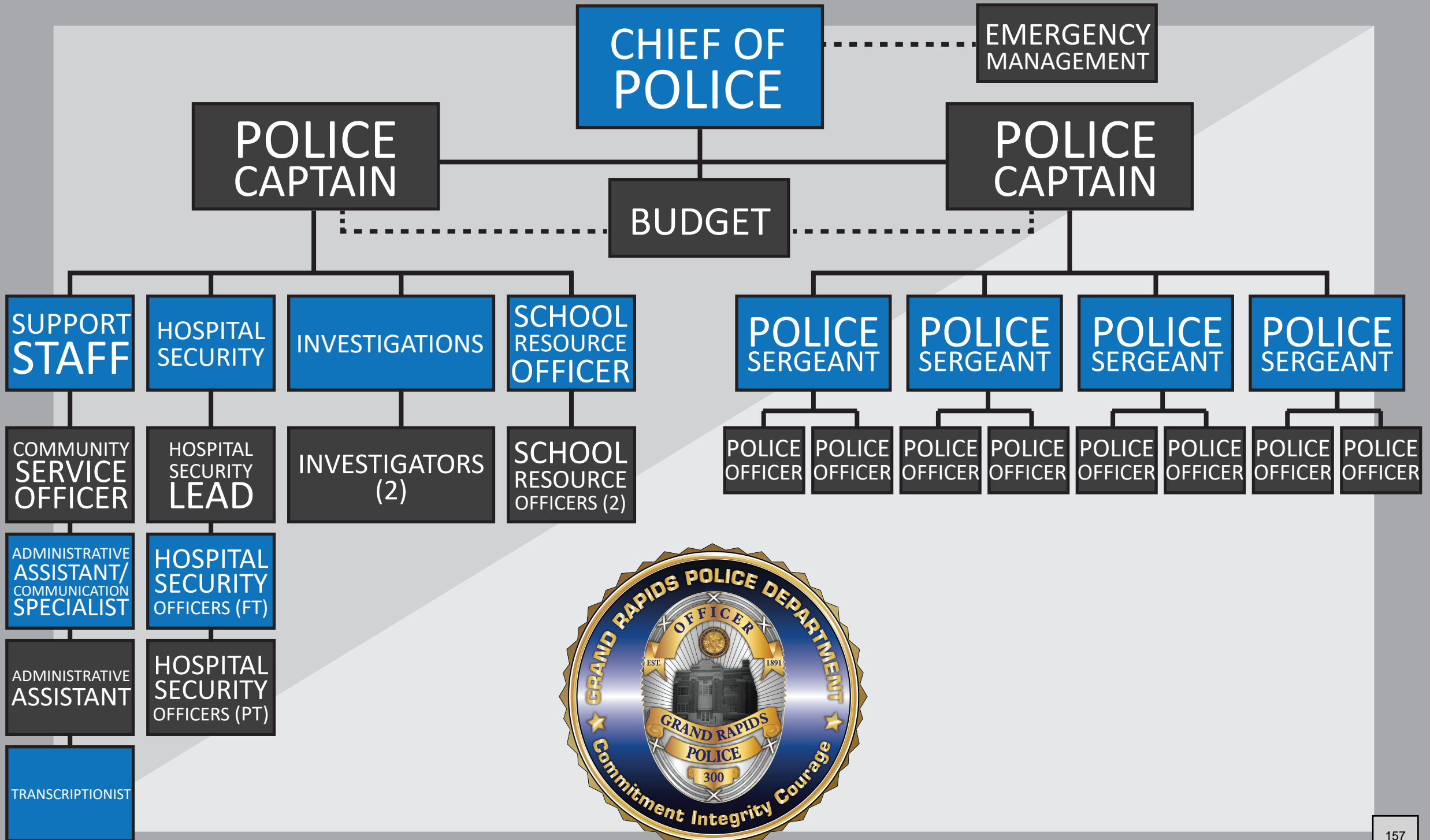
The Captain positions will be at a Grade 14, which is the same as the Assistant Chief of Police position was. The salary range for Police Captain will be \$74,709.99 – \$94,939.84.

We would like to post the positions internally until August 27, 2021 and will come back to the City Council at a later date for approval for the appointments.

REQUESTED COUNCIL ACTION:

Make a motion to adopt the new organization structure for the GRPD, adopt the job descriptions for Chief of Police and Captain positions, and authorize City staff to post the two Captain positions internally.

Grand Rapids Police Department Organization Chart



City of Grand Rapids Job Description

Job Title: Chief of Police
Department: Police
FLSA Status: Exempt
Approved By: City Council
Approved Date: August 9, 2021

Summary: Performs complex professional and difficult administrative work planning, coordinating and directing the activities and staff of the police department, and related work as apparent or assigned. Work involves setting policies and goals under the direction of the City Administrator. Departmental supervision is exercised over all personnel within the department.

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

- Plans, coordinates, supervises and evaluates police department operations.
- Develops policies and procedures for the Department in order to implement directives from the City Council.
- Plans and implements a law enforcement program for the City in order to better carry out the policies and goals of City Management and Council; reviews Department performance and effectiveness, formulates programs or policies to alleviate deficiencies.
- Coordinates the information gathered and work accomplished by various officers; assigns officers to special investigations as the needs arise for their specific skills.
- Assures that personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situation and circumstances governing deployment.
- Supervises and coordinates the preparation and presentation of an annual budget for the Department; directs the implementation of the department's budget; plans for the reviews specifications for new or replaced equipment.
- Directs the development and maintenance of systems, records and legal documents that provide for the proper evaluation, control and documentation of police department operations. Handles grievances, maintains Departmental discipline and the conduct and general behavior of assigned personnel.
- Prepares and submits periodic reports to the City Council regarding the Department's activities, and prepares a variety of other reports as appropriate.
- Meets with elected or appointed officials, other law enforcement officials, community and business representative and the public on all aspects of the Departments activities.
- Attends conferences and meetings to keep abreast of current trends in the field; represents the City Police Department in a variety of local, county, state and other meetings.
- Cooperates with County, State and Federal law enforcement officers as appropriate where activities of the police department are involved.
- Ensures that laws and ordinances are enforced and that the public peace and safety is maintained.
- Directs/coordinates investigation of major crime scenes.
- Analyzes and recommends improvements to equipment and facilities, as needed.

Education and/or Experience

- Minimally possess a Bachelor's degree from an accredited college or university, with a commitment to obtain a Master's degree as demonstrated by recent accredited continuous course work toward this degree. A Master's degree preferred.
- Have a minimum of five years, full-time, increasingly responsible law enforcement experience in police work at time of appointment.
- Have a minimum of three years full-time experience as a Grand Rapids Police Sergeant or higher at time of appointment.
- Possess a peace officer's license to practice law enforcement as issued by the Minnesota Board of Peace Officers Standards and Training.
- Have a valid Minnesota Driver's License
- Maintain certification as an Emergency Medical Responder.

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

- Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment; considerable knowledge of applicable laws, ordinances, and department rules and regulations.
- Skill in the use of the tools and equipment below.
 - Police car, police radio, radar gun, handgun and other weapons as required, side handle baton, handcuffs, breathalyzer, pager, first aid equipment, personal computer including word processing software.
- Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to establish and maintain effective working relationships with subordinates, peers and supervisors; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to give verbal and written instructions.
- Ability to conduct the duties of subordinate staff.
- Ability to prepare and negotiate with government agencies or contractors.
- Ability to prepare and secure additional funding through grants and other sources.
- Ability to prepare and facilitate a budget.
- Ability to make arithmetic computations using whole numbers, fractions and decimals.
- Ability to compute rates, ratios and percentages.
- Ability to direct, oversee and evaluate the work of staff.
- Ability to understand and apply governmental accounting practices in maintenance of financial records.

Physical Demands This work requires the occasional exertion of up to 50 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires standing, reaching with hands and arms and pushing or pulling and occasionally requires walking, climbing or balancing, stooping, kneeling, crouching or crawling, tasting or smelling, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and

conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the risk of electrical shock, working with explosives, exposure to vibration, wearing a self contained breathing apparatus and exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

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

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

City of Grand Rapids Job Description

Job Title: **Police Captain**
Department: Police
FLSA Status: Exempt
Approved By: City Council
Approved Date: August 9, 2021

Summary

Under the supervision of the Chief of Police plans, directs, manages, supervises and coordinates the activities and operations of assigned divisions within the police department; coordinates activities with other divisions, departments and outside agencies; provides highly responsible and complex administrative support to the Chief of Police.

Essential Duties and Responsibilities

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

- Recommend goals and objectives; assist in the development and implementation of policies and procedures and maintenance of the department policy manual.
- Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on department activities.
- Review work of subordinates to ensure compliance with departmental policies and procedures.
- Participates in and leads staff meetings as directed.
- Plan, coordinate and supervise division activities, conduct analysis as necessary; make procedural recommendations, prepare reports and present them to the Chief of Police and City Council as requested.
- Conduct internal affairs investigations.
- Compile and maintain statistical records and prepare related reports.
- Coordinate the activities of sworn and non-sworn personnel in planning for and addressing emergencies.
- Assume operational command of police activities in the event of an emergency,
- Prepare, review and coordinate department performance evaluations.

- Participate in the recruitment and selection of department personnel.
- Participate in budget preparation and administration; prepare cost estimates; submit justifications for replacement/additional equipment and personnel; monitor and control expenditures.
- Respond to citizen complaints and requests for information; prepare press releases and communicate with the media in matters related to department operations.
- Serve, as assigned, in the absence of the Chief of Police.
- Establish and maintain effective working relationships within the police department, city departments and other government and non-profit service agencies.
- Anticipate potentially libelous situations to reduce potential civil exposure.
- Keep the Chief of Police apprised of important matters.
- Coordinate and supervise special programs and areas of responsibilities as assigned by the Chief of Police.
- Represent the department at community events and civic engagements.
- Review reports to keep abreast of police activities and make or recommend necessary changes in procedures and practices.
- Build cohesive work teams, including a trusting relationship with other department supervisors and members of other internal and external departments. .
- Make training and discipline recommendations with regard to department personnel.
- Respond to police calls or emergencies as needed.
- Maintain individual police skills, including physical conditioning. Stay abreast of law enforcement developments and changes in related laws and ordinances.
- Keep the Chief of Police advised of relevant developments; perform other duties as assigned.

Knowledge, Skills, Abilities and Competencies

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

- Comprehensive knowledge of operations, services and activities of a community oriented police department.
- Ability to apply modern methods and procedures in the operation of a municipal police department.
- Knowledge of principles and practices of responsive, innovative program development and administration.
- Knowledge of and the ability to apply principles and practices of law enforcement administration, organization, management and leadership.
- Knowledge of pertinent local, state and case laws, including laws and procedures governing the apprehension, arrest and custody of persons.
- Knowledge of policies and techniques pertaining to the use of force.
- Knowledge of and the ability to use computers and law enforcement records systems.
- Knowledge of and the ability to implement public relations and marketing concepts.
- Ability to effectively communicate in oral and written form.
- Knowledge of and the ability to effectively practice leadership, supervision, team building, career development, coaching, mentoring and performance evaluation.
- Ability to supervise, organize, schedule, evaluate, train and review work of sworn and non-sworn employees.
- Ability to gather, assemble, analyze, evaluate and use facts and evidence.
- Ability to analyze issues and problems, identify alternative solutions, project consequences of proposed actions and implement recommendations.
- Ability to delegate authority and responsibility.
- Ability to facilitate group participation and consensus building.
- Competency in conducting and supervising a variety of criminal and special investigations.
- Ability to oversee, direct and coordinate the work of lower level staff.
- Ability to exercise sound judgment and rational thinking under dangerous and stressful conditions.

- Ability to interpret, apply and make decisions in accordance with applicable local and State laws and regulations.
- Ability to interpret, explain and apply department policies and procedures.
- Ability to think clearly and act quickly in a variety of situations.
- Competency in performing the full range of law enforcement assignments.
- Ability to communicate clearly and concisely in both written and verbal form, including preparing clear and concise reports and correspondence.
- Ability to make presentations to the City Council, civic groups, business groups and citizens.
- Ability to engage tactfully and courteously with the public, other departments and law enforcement agencies.
- Competency in responding to requests from the public in a timely manner.
- Ability to work irregular hours, including weekends, evenings and holidays and the ability to respond after hours in case of unanticipated emergencies.
- Competency in achieving weapons qualifications for firearms and TASER.

Education/Experience

In addition to meeting the minimum requirements for a Minnesota Peace Officer, a Grand Rapids Police Captain must:

- Minimally possess a Bachelor's degree from an accredited college or university, with a commitment to obtain a Master's degree as demonstrated by recent accredited continuous course work toward this degree. A Master's degree is preferred.
- Have a minimum of five years, full-time, increasingly responsible law enforcement experience in police work at time of appointment.
- Have a minimum of three years full-time experience as a Grand Rapids Police Sergeant at time of appointment OR

Any equivalent combination of education and relevant work experience.

- Possess a peace officer's license to practice law enforcement as issued by the Minnesota Board of Peace Officers Standards and Training.

- Have a valid Minnesota Driver's License
- Maintain certification as an Emergency Medical Responder

Physical Demands

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Essential functions may require maintaining physical condition necessary for sufficient mobility to work in a law enforcement setting; restrain or subdue individuals; walk, stand, sit or run for a prolonged period of time; occasionally stoop, bend, kneel, crouch, reach and twist; occasionally climb and balance, regularly push, pull, lift, and/or carry light to moderate weights; wear a police utility belt; operate law enforcement and general office equipment including computers; requires a sense of touch, finger dexterity and gripping with hands and fingers; ability to communicate verbally to exchange information; ability to operate a vehicle; ability to operate firearms, TASER, knives, impact weapons and handcuffs; see in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment; hear in the normal audio range with or without correction.

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

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021

AGENDA ITEM: Consider hiring Susan Herreid, Organizational Development Consultant, for conflict resolution at the Library.

PREPARED BY: Lynn DeGrio

BACKGROUND:

Dr. Susan Herreid Ph.D CEAP, Organization Development Consultant from Herreid & Associates Consulting has submitted a proposal for a three-phased approach to Coaching and Conflict Resolution.

Dr. Herreid has established a successful record as an Organizational Development Consultant (ODC) by working with leaders, employees and workgroups in both the public and private sector. Dr. Herreid has also managed and implemented employee assistance programs and consulted in the development of a national EAP program. She helped to structure, develop and implement processes and procedures, as well as create both national and international provider networks.

The estimated fees are as follows:

Not to exceed for direct services: \$3,250.00

Estimated fees for documentation services: \$ 700.00

Estimated fees for travel: \$ 525.00

TOTAL ESTIMATED COST **\$4,475.00**

REQUESTED COUNCIL ACTION:

Make a motion to authorize City staff to utilize the professional services of Dr. Susan Herreid at an estimated cost of \$4,475.00.

Herreid & Associates Consulting
Susan Herreid Ph.D CEAP
Organization Development Consultant

A phased approach to Coaching and Conflict Resolution

Phase 1:

Resolution and Planning Session

Conduct individual interviews with each of the resolution participants to hear their perspective regarding the workplace relationship and professional interactions with the other party or parties. The interview discussions may also include other issues that have impacted their communication, collaboration, professional trust, etc.

A joint resolution session is facilitated by the Consultant to discuss the identified issues and action items that will help to bring about resolution and promote a more proactive working relationship going forward. Specific work steps in this resolution process include the following:

- Schedule planning discussion with the identified stakeholder(s) to discuss the conflict resolution process and services requested
- Conduct individual interviews with the resolution participants
- Identify themes and discussion topics and plan for resolution session
- Facilitate a resolution session
- Compile notes and identify action items that will be summarized in a resolution document
- Present the summary to the resolution participants for their review and to ensure an accurate reflection of their conversation and outcomes
- Share the resolution summary with the identified stakeholder(s) as appropriate for onsite support and accountability

Phase 2:

Follow Up Resolution Session

A follow-up session is recommended within 3 - 6 weeks to discuss the participant's efforts following the initial resolution conversation. The follow-up allows the participants to identify successes as well as any other issues that may have come up since their initial conversation. The follow-up also provides the opportunity to discuss both parties ongoing efforts, additional strategies and/or skill development needs as well as any other resources that might be beneficial.

Additional Services (As Requested)

After conflict resolution process there may be other issues that are recommended which may include one or more of the following:

- Staff or team development/training
- Leadership coaching and consultation
- Employee professional development session(s)
- Work sessions with management personnel
- Change management
- Customized trainings
- Performance management development and implementation

Phase 3:

Work with management personnel/stakeholders to:

- Identify future needs and or strategic intent
- Define ongoing objectives
- Provide documentation of consultation results

Fees for Consultation Services:

Direct services are billed at \$250.00 per hour

Training material, document preparation and planning services are billed at \$100.00 per hour

Travel time billed at \$75.00 per hour

Susan J. Herreid Ph.D., CEAP:

Dr. Susan Herreid has established a successful record working with leaders, employees and workgroups in both public and private sector organizations over the past 21 years. Dr. Herreid has also managed and implemented employee assistance programs. She consulted in the development of a national EAP program helping to structure, develop and implement processes and procedures, as well as creating both national and international provider networks.

Dr. Herreid is a trained executive coach and certified as an Employee Assistance Professional (CEAP). She is also a critical incident stress management (CISM) facilitator and is registered as a qualified neutral, working specifically in employee dispute resolution and workplace mediation.

Contact information:

Susan Herreid Ph.D., CEAP

651.747.6030

susanh@haci.net

* Website currently under construction

Herreid & Associates Consulting
Susan J. Herreid Ph.D., CEAP
Organization Development Consultant

A Phased Approach to a Work Place Culture Assessment

Phase 1:

A climate assessment includes conducting individual interviews with the identified participants (e.g., organization, department, work group, etc.). As a result of the feedback, themes are outlined in a summary document along with recommendations and presented to the identified decision makers or stakeholders. As requested, the Consultant can assist with the development of an action plan for addressing the identified issues or professional development needs. Specific work steps in the assessment process include the following:

- Conduct individual interviews with the identified personnel
- Compile and assess interview feedback and outline common themes and primary issues
- Develop a summary of themes based on interview feedback
- Present summary information to stakeholders
- As requested, work with stakeholders to develop an action plan based on recommendation
- Meet with the interview participants to review the summary document (staff and management personnel in separate groups per the normal process) and identified next steps

Estimated Fees for Phase 1:

- Direct Services are billed at \$250.00 per hour
 9 interviews (approximately 45 - 60 minutes per interview)
 1 summary review and planning session with stakeholders (1 - 2 hours)
 1 summary review session with interview participants (1 - 2 hours)
Not to exceed for direct services: \$3,250.00
- Documentation and planning services are billed at \$100.00 per hour
 Notes compilation and document preparation (5-7 hours)
Estimated fees for documentation services: \$700.00
- Travel time billed at \$75.00 per hour
 Travel time is estimated at 7 hours round trip
Estimated fees for travel: \$525.00

Phase 2:

Additional Organization Development Services:

- Staff or team development/training
- Facilitated dispute resolution session(s)
- Leadership coaching and consultation
- Employee professional development coaching
- Work sessions with management personnel
- Customized trainings
- Organization and change management
- Performance management development and implementation
- Referral for additional services (as needed)
 (e.g. employee assistance program, specific trainings and/or assessment tools, etc.)

In addition, the following would be conducted:

- Consistent progress and status sessions with the appropriate management/stakeholders
- Facilitate working sessions with stakeholders related to additional issues (as necessary or requested)

Phase 3: (as requested)

Meet with management personnel/stakeholders to:

- Identify future needs and or strategic intent
- Define ongoing objectives
- Provide documentation summary (e.g., next steps)

Fees for Consultation Services:

Direct services are billed at \$250.00 per hour

Training material, document preparation and planning services are billed at \$100.00 per hour

Travel time billed at \$75.00 per hour

Susan J. Herreid Ph.D., CEAP:

Dr. Susan Herreid has established a successful record as an Organizational Development Consultant (ODC) by working with leaders, employees and workgroups in both the public and private sector. Dr. Herreid has also managed and implemented employee assistance programs and consulted in the development of a national EAP program. She helped to structure, develop and implement processes and procedures, as well as create both national and international provider networks.

Dr. Herreid is a trained executive coach and certified as an Employee Assistance Professional (CEAP). She is also a critical incident stress management (CISM) facilitator and is experienced in employee dispute resolution and workplace mediation.

For more information please contact:

Susan J. Herreid Ph.D., CEAP

3121 St. Croix Trail S

P.O. Box 391

Afton, MN 55001

651.747.6030

susanh@haci.net

* Website is current under construction



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9th, 2021

AGENDA ITEM: Consider adopting an ordinance approving a 15 year franchise agreement with Paul Bunyan Rural Telephone Cooperative.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City of Grand Rapids has had a franchise agreement with Paul Bunyan Rural Telephone Cooperative allowing it to operate its system within City right-of-way. The existing agreement has expired and both parties have been working on a mutually agreed upon extension. The attached agreement has been reviewed and approved by Paul Bunyan Rural Telephone Cooperative, the Grand Rapids Cable Commission and City Staff.

REQUESTED COUNCIL ACTION:

Make a motion to adopt an ordinance approving a 15 year franchise agreement with Paul Bunyan Rural Telephone Cooperative.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A RENEWED FRANCHISE TO PAUL BUNYAN RURAL TELEPHONE COOPERATIVE IN THE CITY OF GRAND RAPIDS; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE RENEWED FRANCHISE; PROVIDING FOR CERTAIN SERVICE REGULATIONS; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN

The City of Grand Rapids ordains:

Section I.
Statement of Intent and Purpose

By the adoption of this renewed Franchise, the City hereby grants a franchise ordinance. The provision of competitive cable service can contribute significantly to the communication needs and desires of residents of the City. Further, the City may achieve better utilization and improvement of public services with the development.

Section II.
Definition of Terms

1. **Terms.** For purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory.
 - a. “**Affiliate**” means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.
 - b. “**Applicable Laws**” means a) any local law or City Code applied in a uniform and nondiscriminatory manner; b) federal or state statute, law or regulation including Minn. Stat. § 238 et. seq. as may be amended, and c) any other final legal authority governing any of the matters addressed in this Franchise.
 - c. “**Cable Service**” means: the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (iii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
 - d. “**Channel**” means a single full motion video channel.
 - e. “**City**” means the City of Grand Rapids, Minnesota.
 - f. “**Competition**” means the existence of two (2) or more entities authorized

to provide Cable Service to substantially the same potential customers in the City pursuant to franchises.

- g. “Drop” means the cable that connects the ground block on the Subscriber's residence or institution to the nearest distribution tap of the System.
- h. “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- i. “Franchise” means this ordinance and the contractual relationship established hereby.
- j. “Franchise Fee” means the fee or assessment imposed by the City on a Grantee solely because of its status as a franchisee. The term “Franchise Fee” does not include: (i) any tax, fee or assessment of general applicability; (ii) capital costs which are required by this Franchise related to the provision of public, educational, or governmental access facilities; (iii) requirements or charges incidental to awarding or enforcing this Franchise, including payments for bonds, security funds or letters of credit, insurance, indemnification, penalties or liquidated damages; or (iv) any fee imposed under Title 17 of the United States Code.
- k. “Grantee” is Paul Bunyan Rural Telephone Cooperative, its lawful successors, transferees or assignees.
- l. “Gross Revenues” means all revenues received by the Grantee or its Affiliates from operation of the System to provide Cable Service to Subscribers in the City. Gross Revenues do not include the following: 1) revenues or other receipts derived from the provision or transport of non-Cable Services; 2) any taxes, fees, charges or Universal Service contributions on Cable Services imposed directly or indirectly on any Subscriber by any governmental unit or agency; 3) the PEG Fee; 4) launch fees; 5) bad debt written off by Grantee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue upon collection; or 6) Subscriber deposits. Gross Revenues shall be calculated in accordance with generally accepted accounting principles (“GAAP”).

The parties acknowledge that the Grantee may offer a bundle or package of Cable Services and non-Cable Services at a discounted rate. In order to calculate Gross Revenues, the Grantee will allocate revenues generated from a bundle or package of services between Cable Services (which are subject to the Franchise Fee) and non-Cable Services (which are not subject to the Franchise Fee but may be subject to other fees and/or taxes) on a proportionate, pro rata basis based on the Grantee’s generally available rate (rate card) for each service individually or, if such methodology conflicts

with GAAP, bundled revenues shall be allocated in accordance with GAAP. In no event shall the Grantee allocate the revenues to evade its Franchise Fee obligations under this Franchise or disproportionately reduce Gross Revenues.

- m. “Normal Business Hours” means those hours during which most similar businesses in the community are open to serve customers. Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.
- n. “Open Video System” or “System” means a facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service, including video programming and which is provided to multiple subscribers within a community, provided that the FCC has certified that such System complies with subpart S of Part 76 of its rules (47 CFR §§ 76.1500-76.1514).
- o. “PEG Access” means public, educational, governmental channels, equipment, facilities, funding, or operations as the context may require.
- p. “Person” is any person, firm, partnership, association, corporation, company, or other legal entity.
- q. “Right-of-Way” or “Rights-of-Way” means the area on, below, or above any real property in the City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of the City, including other dedicated Rights-of-Way for travel purposes and utility easements.
- r. “Right-of-Way Ordinance” means those provisions of the City Code establishing permitting requirements for work in or use of Rights-of-Way, and any amendments thereto.
- s. “Service Area” or “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.
- t. “Standard Installation” means any installation which is located up to one hundred twenty-five (125) feet from the existing distribution system.
- u. “Subscriber” means any Person who lawfully receives Cable Service from Grantee.

Section III.
Grant of Franchise

1. Findings of Council. In the review of the request for Franchise renewal by the Grantee and negotiations related thereto, the Grantee's technical, financial, legal qualifications and ability were considered and approved in accordance with state and federal law. In addition, the Grantee's plans for continuing to provide Cable Service were considered and found adequate and feasible. The Franchise granted herein is intended to comply in all respects with Minnesota Statutes Chapter 238, and all applicable federal laws and regulations.
2. Grant of Franchise. This Franchise is nonexclusive and is granted pursuant to the terms and conditions contained herein. The Grantee shall have the continued right and privilege pursuant to this Franchise to provide Cable Service and construct, reconstruct, operate and maintain a System in the Rights-of-Way in the City. Use of the Rights-of-Way to operate a System and provide Cable Service is subject to Applicable Law, including the terms and conditions of the Right-of-Way Ordinance.
3. Lease or Assignment Prohibited. Grantee shall not assign or lease its entire System channel capacity to an unaffiliated person without obtaining the prior written approval of the City. However, Grantee may carry and distribute the video programming of unaffiliated providers pursuant to its legal and regulatory obligations without providing advance notice to the City and without obtaining any approvals from the City.
4. Franchise Term. This Franchise shall take effect upon the Effective Date and shall remain in effect for a period of fifteen (15) years until _____, 203_.
5. Compliance with Applicable Laws, Resolutions and Ordinances. The Franchise shall, at all times, be subject to Applicable Law. Subject to Applicable Law, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power and eminent domain rights of the City.
6. Franchise Area/Service Area.
 - a. This Franchise is granted for the Service Area. Grantee shall be required to extend Service to any requesting Person or area in the Service Area in the event there is a minimum of twenty-five (25) dwelling units per linear mile of cable as measured from Grantee's closest activated tap measured along existing rights-of-way.
 - b. No potential Subscriber shall be refused Cable Service arbitrarily. If an area does not meet the density requirements of Section 3.6.a., the Grantee shall extend the Cable System to Subscribers in that area on mutually acceptable terms and conditions. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers or developer be paid in advance. Subscribers and/or the developer shall also

be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence or structure.

- c. Cable Service shall not be denied to any group of potential residential Subscribers because of the income of the residents of the area in which such group resides.

7. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or ninety-six (96) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to Grantor: City of Grand Rapids
 Attn: City Administrator
 420 N. Pokegama Ave.
 Grand Rapids, MN 55744-2662

If to Grantee: Paul Bunyan Telephone
 Attn: Video Services Coordinator
 1831 Anne St. NW, Suite 100
 Bemidji, MN 56601

With copy to: Paul Bunyan Telephone
 Attn: General Manager
 1831 Anne St. NW, Suite 100

 Bemidji, MN 56601

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

Section IV. **Construction Standards**

1. Right of Way Ordinance. Grantee's System will be constructed in accordance with Applicable Law, including the terms and conditions of the Right-of-Way Ordinance, and will be operated in compliance with such requirements. The terms of Applicable Law including the Right-of-Way Ordinance will supersede any directly conflicting or inconsistent terms and conditions herein.

Section V. System Design

1. System Design and Channel Capacity.
 - a. The Grantee will provide and maintain for the term of this Franchise a System providing a minimum of 750 MHz capacity with the capability of making available a minimum of 250 channels. In addition, the Grantee agrees to periodically meet with the City Council at the City's request, no more than once each three (3) years, to discuss the current state of Cable Service technology, the System's performance and capabilities, and any plans Grantee may have for improving the System in order to maintain modern facilities.
 - b. All Cable Service programming decisions will be made by Grantee, subject to its responsibilities under federal law. The initial broad categories of Cable Service are identified in Exhibit A attached hereto and incorporated herein by reference. The Grantee shall comply with federal law, including all applicable FCC rules, regarding notifying the City and Subscribers prior to any channel deletions.
2. System Extension and Annexed Areas. Subject to the line extension criteria in Section 3.6.a., the Grantee shall extend the Cable System into an area annexed by the City; provided however, Grantee may, but shall not be obligated to extend the Open Video System into any part of an annexed area that is already served by a Cable Service provider.
3. Emergency Override/EAS Requirements. The Grantee will implement emergency alert override capability consistent with Applicable Law. The Grantee shall make its emergency alert system available to the City in the event of a local emergency; provided, however, that any such use by the City is in accordance with the applicable state and local plans as approved in accordance with FCC regulations.

Section VI. Customer Service

1. Enforcement of Customer Service and Technical Standards. In the event there is Competition in the City the City shall stay enforcement of this Section VI, provided, however, the City may initiate enforcement of any or all provisions in this Section if one or more entities holding franchises to provide Cable Service cease actually offering such Service and only the Grantee continues to actually provide Cable Service to Subscribers in the City. The City may initiate enforcement of this Section due to the presence of the circumstances set forth in this Section VI(1) by Resolution of the City Council. The Resolution shall indicate the basis for the City's determination that it may begin to enforce this Section. A copy of such Resolution shall be mailed to Grantee. The City shall ensure that Grantee is

provided thirty (30) days' notice, either from a Subscriber or City, to address complaints prior to City taking any enforcement action.

2. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Open Video Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which are incorporated herein by reference.
3. FCC Reports. Upon request, the results of any tests required to be filed by Grantee with the FCC shall be filed with City or its designee within ten (10) days of the conduct of such tests.
4. Regulation of Service Rates.
 - a. The City may regulate Subscriber rates for the provision of Cable Service over a System to the extent consistent with and allowed under Applicable Law.
 - b. A list of Grantee's current residential Subscriber rates and charges shall be maintained on file with the City and shall be available for public inspection. Grantee shall give the City and Subscribers written notice of any change in a rate or charge in accordance with any applicable FCC requirements, unless such change arises from changes in regulatory fees, franchise fees, access costs or franchise imposed costs.
5. Sales Procedures. Grantee shall comply with Applicable Law when marketing Cable Services within City. Grantee shall have the right to market consistent with local ordinances and other Applicable Laws and regulations.
6. Telephone Inquiries and Complaints.
 - a. Availability. Grantee will maintain local, toll-free or collect call telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week. During Normal Business Hours, trained representatives of Grantee shall be available to respond to Subscriber inquiries. Grantee will ensure that: (1) an adequate number of trained company representatives will be available to respond to customer telephone inquiries during Normal Business Hours; and (2) after Normal Business Hours, the access line will be answered by a trained company representative or a service or an automated response system such as an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.
 - b. Telephone Answer Time and Busy Signals. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed a reasonable wait time. Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time.

7. Installation, Outage and Service Calls. Under Normal Operating Conditions which will exclude the initial deployment period, each of the following standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis: (1) Excluding conditions beyond the control of Grantee which prevent performance, Grantee will begin working on service interruptions promptly, and in no event later than twenty-four (24) hours after the interruption becomes known, and Grantee must begin actions to correct other service problems the next business day after notification of the service problem and resolve such problems as soon as is reasonably possible; (2) The “appointment window” alternatives for Installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Grantee may schedule service calls and other installation activities outside of Normal Business Hours for the convenience of the customer; (3) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment; (4) If a representative of Grantee is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time during Normal Business Hours which is convenient for the customer.
8. Complaint and Other Service Records. Subject to Grantee’s obligation to maintain the privacy of certain information, Grantee shall prepare and maintain written records of all complaints received and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Upon request, Grantee shall provide the City with a written summary of such complaints and their resolution on a quarterly basis and in a form mutually agreeable to City and Grantee. Grantee may be required to provide detailed compliance reports on a quarterly basis with respect to the objectively measurable service standards herein upon written demand by the City.
9. Subscriber Contracts. Grantee shall provide to City upon request any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall provide a document completely and concisely stating the length and terms of the Subscriber contract offered to customers.
10. Billing and Subscriber Communications. Bills must be clear, concise, and understandable, with itemization including but not limited to, basic and premium charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits. In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within thirty (30) days.
11. Refunds and Credits. Grantee’s refund policies shall comply with Applicable Law. Refund checks will be issued promptly, but no later than 30 days after the return of the equipment supplied by the Grantee if Service is terminated. Upon request, Grantee shall issue refunds or credits for outages lasting in excess of twenty four (24) continuous hours provided that Grantee shall not be obligated to provide

refunds or credits for interruptions caused by the negligence or willful act of the Subscriber, interruptions caused by Subscriber-provided facilities or equipment, interruptions caused by electric power failure, force majeure events or interruptions in programming caused by content providers. No other liability shall attach to the Grantee in consideration of such interruption to Service.

12. Late Fees. Fees for the late payment of bills shall not accrue until the normal billing cut-off for the next month's service approximately one (1) month after the unpaid bill in question was sent to the Subscriber.
13. Local Office. Grantee shall maintain a local office in the City that is staffed during normal business hours provided that, upon thirty (30) days' notice to the City, the Grantee may discontinue its local office and, provided that, the City may hold a public hearing concerning the need for the local office prior to its closing.
14. Additional Customer Service Requirements. The City expressly reserves authority to adopt additional or modified customer service requirements to address subscriber concerns or complaints in accordance with federal law. Such requirements shall be applied to Grantee only to the extent they are consistent with, and do not abrogate, the terms of this Franchise. Nothing in this section shall prevent or affect the ability of Grantee to object to the application of any new customer service requirements based on state or local law.
15. Letter of Credit.
 - a. The Grantee shall deliver to the City an irrevocable and unconditional Letter of Credit, in form and substance acceptable to the City, in the amount of \$10,000.
 - b. The Letter of Credit shall provide that funds will be paid to the City, upon written demand of the City, in payment for any monies owed by Grantee pursuant to its obligations under this Franchise. The City may also, in its sole discretion, charge to and collect from the Letter of Credit liquidated damages in an amount of up to \$100.00 per violation of any provision of this Franchise as provided below. Such liquidated damages may be assessed per day for each day, or part thereof, such violation continues.
 - c. The City shall provide a written notice of violation giving Grantee thirty (30) days in which to cure such violation. At any time after the cure period, provided Grantee remains in violation, the City may draw from the Letter of Credit.
 - d. Grantee may notify the City in writing during the cure period that there is a dispute as to whether a violation or failure has in fact occurred. Grantee shall specify with particularity the matters disputed and the basis for dispute. Such notice shall toll any draw on the letter of credit until Grantee's dispute is heard. The City shall hear Grantee's dispute at the next regularly scheduled Council meeting or within sixty (60) days of receipt of said notice

of dispute, whichever is shorter. In the event City determines that a violation has taken place, such determination shall be deemed final, subject to Grantee's right to appeal such final determination to a court or forum of competent jurisdiction.

- e. If the City draws upon the Letter of Credit, Grantee shall replace the same within ten (10) days and shall deliver to the City a like replacement Letter of Credit.
- f. The drawing on the Letter of Credit shall not be a waiver or release of default and shall not be deemed an exclusive remedy.

16. Periodic Evaluation.

- a. The City may require evaluation sessions during the term of this Franchise not more than annually, upon thirty (30) days written notice to Grantee.
- b. All evaluation sessions shall be open to the public. Grantee shall notify its Subscribers of any evaluation sessions by announcement of at least sixty (60) seconds in duration on at least one (1) Basic Service channel between the hours of 7:00 p.m. and 9:00 p.m. for five (5) consecutive days preceding each session.
- c. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics the City and Grantee deem relevant.
- d. As a result of a periodic review or evaluation session, the City may request Grantee to amend the Franchise to provide additional services or facilities as are mutually agreed upon and which are both economically and technically feasible taking into consideration the remaining term of the Franchise.

SECTION VII.

PEG AND INSTITUTIONAL SERVICES

1. Public, Educational and Government Access.

- a. Responsibility for PEG Access. The City or its PEG Access programming designee, Itasca Community Television, Inc. ("ICTV"), will operate, administer, and manage PEG Access. The City or its designee may implement rules associated with PEG Access. As long as Competition exists, the City will not designate the competing franchisee or its affiliates to manage PEG Access.

b. PEG Channels and Programming.

1. The Grantee shall cablecast on the PEG Access channels all PEG programming produced or created by the City or its designee for carriage, including live programming, which is delivered to Grantee. The signal delivered to Grantee shall comply with applicable FCC technical standards.
2. The Grantee shall dedicate two (2) channels for PEG Access use. Nothing herein shall diminish the City's rights to secure additional channels pursuant to Minn. Stat. § 238.084, which is expressly incorporated herein by reference. Channel time and playback of prerecorded programming on the PEG access and community program channel(s) must be provided at no additional charge to the City and the public.
3. At such time that the City or ICTV produces PEG Access programming in high definition (HD), Grantee shall, upon one hundred twenty (120) days' written notice and subject to equipment availability, provide one (1) PEG Access Channel in HD provided that the signals received meet Grantee's technical specifications for HD channels and the Grantee's out-of-pocket costs to receive and distribute the HD programming ("Grantee Costs") are reimbursed by the City. Upon receipt of the City's request to convert the PEG Channel to HD, Grantee shall obtain and share relevant information regarding expected project costs, including work orders, vendor quotes and bid specifications, and shall work cooperatively to attempt to minimize the total cost. Once the estimated Grantee Costs are determined and approved by the City and the City has made payment for the approved Grantee Costs, the parties shall move forward with the conversion. The Grantee shall provide a final statement of Grantee Costs upon completion of the HD conversion and shall either include an invoice for any additional Grantee Costs incurred or shall issue a refund to the City for any Grantee Costs not incurred but paid for by the City. Nothing in this section shall make the Grantee responsible for Grantee Costs.
4. Grantee shall simulcast the HD PEG Access Channel in HD and SD; provided however, that at such time as Grantee delivers substantially all of its Channels in HD or other digital format, Grantee may determine that it will cease simulcasting the PEG Channel in SD. At such time City may convert the second PEG Access Channel to HD in accordance with Section 7.b.3 herein.
5. The Grantee shall provide to each of its Subscribers who receive all, or part of, the total Cable Services offered over its System, reception

on the PEG Access channels at no additional charge. The PEG Access channels may be used by the public, local educational authorities, and local government on a first-come, first-served, nondiscriminatory basis. During those hours that the specially designated access channels are not being used by the public, educational authorities or local government, the Grantee may lease time to commercial or noncommercial users on a first-come, first served, nondiscriminatory basis if the demand for that time arises. The Grantee may also use the specially designated access channels for local origination during those hours when the channel is not in use by the public, local educational authorities, local government, or commercial or noncommercial users who have leased time.

6. Grantee shall make reasonable efforts to coordinate the cablecasting of PEG programming on the Cable System on the same Channel designations as such programming is currently cablecast (Channels 2, and 7).
 7. Grantee shall provide City and all Subscribers with at least sixty (60) days prior written notice of any PEG Channel relocation.
 8. The Grantee shall, throughout the term of this Franchise, provide the following:
 - c. Program schedule information for each PEG Access Channel shall be listed in the on-air program guides provided by the Grantee to Subscribers in the manner agreed upon between a third-party electronic programming guide vendor (“EPG provider”) at City’s expense and City.
 - d. To the extent Grantee contracts with an EPG provider to provide on screen and on-line program listings, the Grantee shall make available to the City or ICTV the contact information for such EPG provider, and Grantee shall inform the EPG provider that the City and ICTV are authorized to provide programming information for the PEG access channels at City or ICTV expense. The City or ICTV shall be responsible for providing programming information to the EPG provider.
2. PEG Support, Facilities, and Equipment.
- a. The Grantee acknowledges that under 47 C.F.R. § 76.1505 governing the provision of PEG programming by an open video system (OVS) operator, the other Cable Service provider franchised by the City must permit Grantee to connect with its PEG access channel feeds. The Grantee and such other Cable Service provider may enter into an agreement concerning interconnection and sharing of PEG feeds. In the event no agreement is reached, the City may direct Grantee to connect to the other Cable Service

provider's PEG feeds through ICTV or City facilities. The costs of completing any such connection shall be borne by Grantee.

- b. Subject to Applicable Law, Grantee shall continue to provide two-way activated capacity allowing cablecast of live or recorded programming from:
- a. Grand Rapids City Hall, 420 N Pokegama Ave.
 - b. IRA Civic Center, 1401 NW 3rd Ave.
 - c. Grand Rapids Area Library, 140 NE 2nd St.
 - d. Grand Rapids High School, 800 Conifer Dr.
 - e. Grand Rapids Middle School, 100 NE 8th Ave.
 - f. Grand Rapids Elementary East, 1195 NE 10th St.
 - g. Grand Rapids Elementary West, 901 SW 22nd Ave.
 - h. Reif Performing Arts Center, 720 Conifer Dr.
 - i. ICC, 1851 E US Hwy. 169
 - j. PUC/Public Works Service Center, 500 SE 4th St.
 - k. Itasca County Court House, 123 NE 4th St.
 - l. ICTV, 819 NE 4th St. *

Grantee reserves all rights it may have to assess a lawful fee for such services or facilities or deduct the cost or value of providing such services or facilities from Franchise Fees to the extent provided in Applicable Law. The City may reduce the number of sites with two-way activated capacity by providing notice to Grantee of those sites at which it does not wish to retain such capacity.

The Grantee may meet this obligation via an agreement with the City's PEG designee and any provider of Service in the City. For example, the Grantee and any other Cable Service provider may divide responsibility for providing program origination capacity from the above-listed sites.

- c. Grantee shall continue to pay \$1.25 per Subscriber, per month in support of PEG-related needs. Such fee may be itemized as a "PEG Fee" and passed through on Subscriber's bills. Not more than once every three (3) years, upon a public hearing and action by the City Council, the PEG Fee may be increased or decreased by \$.25 per Subscriber, per month up to a total not to exceed \$2.00 per Subscriber, per month. Any increase may only be adopted upon a City Council finding, supported by substantial evidence, that the increase is consistent with: 1) cost of living or inflation indexes, or; 2) the costs of PEG-related facilities and equipment.
- d. On or before November 1st, the City shall provide notice to the Grantee and public of a hearing on any proposed increase in the PEG Fee, to be effective no later than sixty (60) days after any City decision to increase or decrease

the PEG Fee. The City will impose equivalent per-Subscriber PEG obligations on any other cable operator.

- e. Cable Service to Public Buildings. Grantee shall continue to provide a Drop, outlet and monthly Cable Service (excluding premium and pay per view channels) to the following three (3) public buildings:
- i. Grand Rapids City Hall, 420 N Pokegama Ave
 - ii. Itasca County Court House, 123 NE 4th St.
 - iii. ICTV, 819 NE 4th St.

Any public institution may add outlets at its own expense. However, no redistribution of the free Cable Service provided pursuant to this Section shall be allowed without the Grantee's prior written consent. Grantee may assess a lawful fee for such services or facilities or deduct the value of providing such services or facilities from Franchise Fees to the extent provided in Applicable Law. The City may reduce the number of sites with two-way activated capacity by providing notice to Grantee of those sites at which it does not wish to retain such capacity.

SECTION VIII.

OPERATION AND ADMINISTRATION PROVISIONS

1. Administration of Franchise. The City shall have authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise.
2. Franchise Fee.
 - a. During the term of the Franchise, Grantee shall pay to the City a Franchise Fee in an annual amount equal to five percent (5%) of its Gross Revenues (subject to the deductions in Section VII).
 - b. Any payments due under this provision shall be payable quarterly. The payment shall be made within sixty (60) days of the end of each of Grantee's current fiscal quarters together with a report in form reasonably acceptable to City and Grantee and which shows the basis for the computation.
 - c. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.
3. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, any records maintained by Grantee which relate to Grantee's operations under this Franchise, including specifically Grantee's revenue records, subject to the privacy provisions of 47 U.S.C. § 521 et seq. Grantee shall be required to provide copies of such requested documents to the City

unless such documents are confidential and are available for City inspection at a location in the City.

4. Reports to be Filed with the City. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues certified by an officer of the Grantee. At City's request, and with Grantee's agreement which will not be unreasonably withheld, Grantee shall prepare and furnish to the City such other reports with respect to the operations, affairs, transactions or property, as they relate to this Franchise or Cable Services. The form of such reports shall be mutually agreed upon by City and Grantee. To the extent permitted by law, the City shall prevent disclosure of Gross Revenues reports and other reports explicitly identified as "confidential trade secrets" pursuant to Applicable Law.

**SECTION IX.
GENERAL FINANCIAL AND INSURANCE PROVISIONS**

1. Performance Bond.
 - a. At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with the City, the Grantee shall furnish a performance bond to the City in the amount of \$25,000 in a form and with such sureties as are reasonably acceptable.
 - b. The security must be conditioned upon the faithful performance of the Grantee according to the terms of the Franchise and upon the further condition that in the event the Grantee shall fail to comply with the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due the City which arise by reason of the construction, operation, or maintenance of its system in the City.
 - c. The rights reserved by the City with respect to the bond shall not be deemed an exclusive remedy are in addition to all other rights the City may have under the Franchise or any other law. No action, proceeding or exercise of a right with respect to the performance bond shall affect any other right the City may have. The City may, from year to year, in its sole discretion, reduce the amount of the bond.
 - d. The Grantee shall be given thirty (30) days' notice of any franchise violation, or other claim, liability or obligation giving rise to City's right to make a claim under the bond. During this 30-day notice period, the Grantee may either cure the violation, claim, liability or other obligation on which the City's claim is based or dispute the City's determination that there is a lawful basis for making a claim under the bond. If Grantee disputes City's

determination that there is a lawful basis for making a claim under the bond, such written notice by Grantee to City shall specify with particularity the matters disputed by Grantee and shall toll any draw on the performance bond until such dispute is heard. Within forty-five (45) days of the City's receipt of Grantee's notice of dispute of the City's claim, the City shall hold a public hearing with respect to Grantee's notice of dispute.

- e. In the event the City, after any public hearing required by this Section, issues a written decision that the violation, claim, liability, or obligation upon which the City's claim on the Grantee's performance bond is lawful and in compliance with the Franchise and has not been cured, corrected or satisfied within this thirty (30) day cure period, the City may make a claim pursuant to the bond. The City may grant additional time beyond the initial cure period before making a claim under the bond in the event Grantee requests additional time and the City determines that the Grantee has made a good faith effort towards cure and such additional time is necessary to completely cure the alleged violation.
- f. In the event this Franchise is revoked or the rights hereunder relinquished or abandoned by Grantee, the City shall be entitled to collect the full amount of the performance bond as liquidated damages.

2. Indemnification of the City.

- a. The City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with Grantee's construction, operation, maintenance, repair or removal of Grantee's System.
- b. Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of Grantee's exercise of this Franchise. Grantee's obligations herein shall not include any alleged or actual liability which is based on City's or ICTV's operation of PEG Access Channels, facilities or equipment or the programming provided via such PEG Access Channels, facilities or equipment. Nothing herein shall be construed as a waiver by City of its defenses and limitations available to it under law, including the Minnesota Municipal Tort Liability Act, Minnesota Statutes Section 466.01 et. seq.
- c. Nothing in this Franchise relieves a Person, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

- d. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:
- i. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right.
 - ii. Afford Grantee the opportunity to participate in any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in compromise, settlement or resolution or other disposition of such claim or proceeding subject to Paragraph 2 above.
3. Insurance.
- a. Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for damages which may arise as a result of this Franchise.
 - b. The policies of insurance shall be in the sum of not less than Two Million Dollars (\$2,000,000.00) for personal injury or death of any one Person, for personal injury or death of two or more Persons in any one occurrence, for property damage to any one person, or for property damage resulting from any one act or occurrence.
 - c. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to the City.

SECTION X.
SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required herein, it is determined that:
 - a. Grantee has violated any material provision of this Franchise and failed to timely cure; or

- b. Grantee has attempted to evade any of the material provisions of the Franchise; or
- c. Grantee has practiced fraud or deceit upon the City or Subscriber.

The City may revoke this Franchise without the hearing required herein if Grantee files for bankruptcy.

2. Procedures for Revocation.

- a. The City shall provide Grantee with written notice of intent to revoke the Franchise which shall identify the basis of the revocation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to cure the violation or to provide adequate assurance of performance in compliance with the Franchise.
- b. City shall schedule a public hearing affording Grantee due process prior to revocation. The public hearing shall be scheduled after the end of the cure period and within ninety (90) days of the date of the notice of revocation. Notice of the hearing shall be provided to Grantee.
- c. The City shall provide Grantee with written notice of its final decision together with written findings of fact supplementing said decision. Only after Grantee receives written notice of the determination by the City to revoke the Franchise may Grantee appeal said decision.
- d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

3. Abandonment of Service. Grantee may not discontinue providing Cable Service services without having first given three (3) months written notice to the City.

4. Removal After Abandonment, Termination or Forfeiture.

- a. In the event of termination or forfeiture of the Franchise or abandonment of Grantee's System, the City shall have the right to require Grantee to remove all or any portion of its System from all Rights-of-Way and public property within the City; provided, however, that the Grantee shall not be required to remove its System if Grantee continues to be authorized to provide non-Cable Service pursuant to state or federal law.
- b. If Grantee has failed to commence removal of its System, or such part thereof as was designated by the City, within one hundred twenty (120) days after written notice of the City demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of the City demand for removal is given, the City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to Grantee's System to be in the City with all rights of ownership including, but not limited to, the

right to operate the System or transfer the System to another for operation by it pursuant to the provisions of 47 U.S.C. § 547.

5. Sale or Transfer of Franchise.

- a. No sale, transfer, or corporate change of or in Grantee or its System, including, but not limited to, the sale of a majority of the entity's assets, shall take place until the parties to the sale, transfer, or corporate change file a written request with the City for its approval and such approval is granted by the City, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness.
- b. Any sale, transfer, exchange or assignment of stock or other equity interest in Grantee so as to create a new controlling interest shall be subject to the requirements of this Section X.5. The term "controlling interest" as used herein means actual working control in whatever manner exercised.
- c. The City shall have such time as is permitted by applicable federal law in which to review a transfer request, but in no event less than one hundred twenty (120) days.
- d. The City may seek to require any transferee acquiring this Franchise to reimburse the City for reasonable out-of-pocket outside legal and consulting costs associated with the City's review of any request to transfer. Neither this Section, Section II.1(j), nor any other provision of this franchise shall be construed constitute a waiver by Grantee or any transferee of, or otherwise affect, any rights of Grantee or transferee under 47 U.S.C. § 542(b), all of which are expressly reserved.
- e. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to Subparagraph (a) or (b) of this Section be approved without the entity to which the Franchise is transferred becoming a signatory to this Franchise and assuming all rights and obligations hereunder, and assuming all other rights and obligations of the transferor to the City.
- f. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to Subparagraph (a) or (b) of this Section, the City shall have the right to purchase Grantee's System provided, however, that the City shall not be permitted to purchase the System if Grantee continues to be authorized to provide telecommunications service pursuant to state or federal law.

**SECTION XI.
PROTECTION OF INDIVIDUAL RIGHTS**

1. Discriminatory Practices Prohibited. Grantee shall comply at all times with all other applicable federal, state, and local laws, and all executive and administrative orders relating to nondiscrimination.
2. Subscriber Privacy.
 - a. Grantee shall comply with the subscriber privacy-related requirements of 47 U.S.C. § 551. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide such authorization. The authorization shall be revocable in writing at any time by the Subscriber without penalty of any kind whatsoever.
 - b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. No penalty shall be invoked for a Subscriber's failure to provide such authorization. The authorization shall be revocable in writing at any time by the Subscriber without penalty of any kind whatsoever.
 - c. Written permission from the Subscriber shall not be required for the conducting of System-wide or individually addressed electronic sweeps for the purpose of verifying network integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in Subparagraph (b) of this Section.

**SECTION XII.
MISCELLANEOUS PROVISIONS**

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.
2. Work Performed by Others. All obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other Person performing work obtain any rights to provide Cable Service. Grantee shall provide notice to the City of the name(s) and address(es) of any entity, other than Grantee, which performs services pursuant to this Franchise involving the Right-of-Way, public property or new construction or system upgrade.

3. Amendment of Franchise Ordinance. Except as otherwise provided herein, no provision of this Franchise shall be amended or otherwise modified except by an instrument, in writing, duly executed by the City and the Grantee. Such written amendments may be made subsequent to a review session or at any other time if the City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws.
4. Compliance with Federal and State Laws. The Grantee and City shall conform to applicable state laws and rules not later than one year after they become effective, unless otherwise stated, and shall conform to applicable federal laws and regulations as they become effective.
5. Preemption. In the event that federal or state laws, rules, or regulations preempt a provision or limit the enforceability of a provision of this Franchise, then such provision shall be preempted to the extent, and for the time, provided by law. If such federal or state law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed such that any provision herein is no longer preempted, such provision shall return to full force and effect and be binding on the parties hereto without further action by either party or penalty to either party.
6. Severability. If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction over the subject matter of this Franchise, then such provision shall be considered a separate, distinct and independent part of this Franchise and such determination shall not affect the validity or enforceability of all other provisions hereof.
7. Force Majeure. In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented due to a cause beyond its control, such failure to perform shall be excused for the period of such inability to perform.
8. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of the City to enforce prompt compliance. The City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by the City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
9. Rights Cumulative. All rights and remedies given to the City by this Franchise or retained by the City shall be in addition to and not exclusive of any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.
10. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and has the right to enter into, execute and perform its obligations under this Franchise.

Nothing in this Franchise shall be construed as a waiver of any rights by the City or Grantee.

11. Entire Agreement. This Franchise, including all Exhibits, embodies the entire understanding and agreement of the City and the Grantee.

**SECTION XIII.
PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

1. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be January 1, 2021, subject to acceptance by Grantee in accordance with the provisions of Section XIII, 2.
2. Acceptance.
 - a. Grantee shall accept this Franchise prior to enactment by the City. Such acceptance by the Grantee and enactment by the City without modification of any Franchise terms or conditions shall be deemed the grant of this Franchise for all purposes provided.
 - b. Upon acceptance and enactment of this Franchise, the Grantee shall be bound by all the terms and conditions contained herein. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights previously granted to Grantee shall be null and void.
 - c. Grantee shall accept this Franchise in the following manner:
 - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to the City.
 - ii. With its acceptance, Grantee shall also deliver the letter of credit, performance bond and insurance certificates required herein that have not previously been delivered.

Passed and adopted this _____ day of 2021.

(Signature Page Follows)

CITY OF GRAND RAPIDS

MAYOR

ATTEST:

By: _____

Its _____

ACCEPTED: This Franchise is accepted and the undersigned agrees to be bound by its terms and conditions.

Dated: _____

PAUL BUNYAN RURAL TELEPHONE COOPERATIVE

By: _____

Its _____

Published in the _____ this ____ day of _____, 2021.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021

AGENDA ITEM: Consider adopting a resolution awarding the sale of \$1,235,000 Taxable General Obligation Utility Revenue Refunding Bonds, Series 2021C.

PREPARED BY: Barb Baird

BACKGROUND:

The bid opening for the sale of \$1,235,000 Taxable General Obligation Utility Revenue Refunding Bonds, Series 2021C will occur on Monday, August 9, 2021 in the office of Ehlers & Associates, Inc. in Roseville, MN.

Representatives of the City of Ehlers will review the results of the competitive bidding for the sale of the bonds. A recommendation will be brought to the City Council for their consideration at 5:00 p.m.

Rebecca Kurtz, Vice President at Ehlers, will join the City Council remotely to provide the results of the bid opening.

Attached: Grand Rapids PUC Ref 2021C

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution awarding the sale of the \$1,235,000 Taxable General Obligation Utility Revenue Refunding Bonds, Series 2021C, fixing their form and specifications; directing their execution and delivery; providing for their payment; providing for the escrowing and investment of the proceeds thereof; and providing for the redemption of bonds refunded thereby.

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota, was duly held in the City Hall in said City on Monday, August 9, 2021, commencing at 5:00 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's (Public Utilities Commission) Taxable General Obligation Utility Revenue Refunding Bonds, Series 2021C to be issued in the original aggregate principal amount of \$1,210,000.

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

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

RESOLUTION NO. 21-___

RESOLUTION AWARDING THE SALE OF (PUBLIC UTILITIES
COMMISSION) TAXABLE GENERAL OBLIGATION UTILITY REVENUE
REFUNDING BONDS, SERIES 2021C IN THE ORIGINAL AGGREGATE
PRINCIPAL AMOUNT OF \$1,210,000; FIXING THEIR FORM AND
SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY;
PROVIDING FOR THEIR PAYMENT; PROVIDING FOR THE ESCROWING
AND INVESTMENT OF THE PROCEEDS THEREOF; AND PROVIDING
FOR THE REDEMPTION OF BONDS REFUNDED THEREBY.

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

Section 1. Background; Findings.

1.01. It is hereby determined that:

(a) the City, through its Public Utilities Commission (the “Commission”), owns and operates as a revenue-producing convenience, systems for the distribution of electricity, production and distribution of water, and collection and treatment of sewer and wastewater for the use of the City and its inhabitants and other customers;

(b) the City is authorized by the provisions of Minnesota Statutes, Chapter 475, as amended (the “Act”) and particularly Section 475.67, of the Act to issue and sell its general obligation bonds to refund outstanding bonds when determined by the City Council to be necessary and desirable;

(c) on September, 12, 2013, at the request of the Commission, the City issued its (Public Utilities Commission) Taxable General Obligation Utility Revenue Bonds, Series 2013C in the original aggregate principal amount of \$2,305,000 (the “Series 2013 Bonds”) pursuant to Minnesota Statutes, Section 444.075 and Chapter 475, as amended, in order to undertake improvements to water and wastewater facilities within the City (the “Project”), which facilities the City has constructed, owns, and operates through its Commission;

(d) at the request of the Commission, the City has determined that it is necessary and desirable to achieve debt service savings and for the sound financial management of the affairs of the City and the Commission that the City issue its (Public Utilities Commission) Taxable General Obligation Utility Revenue Refunding Bonds, Series 2021C (the “Bonds”), in the original aggregate principal amount of \$1,210,000 to refund in advance of maturity the 2025 through 2029 maturities of the Series 2013 Bonds (the “Refunded Bonds”), of which \$1,100,000 in the principal amount is callable on February 1, 2023; and

(e) the City is authorized by Section 475.60, subdivision 2(9), of the Act to negotiate the sale of the Bonds because the City has retained Ehlers and Associates, Inc. as an independent municipal advisor in connection with such sale. The actions of the City staff and the City’s municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

Section 2. Sale of Bonds.

2.01. Award to the Purchaser and Interest Rates. The proposal of Northland Securities, Inc., Minneapolis, Minnesota, as syndicate manager (the “Purchaser”), to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$1,202,740.00 (par amount of \$1,210,000.00, less underwriter’s discount of \$7,260.00), for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2024*	0.450%	2027	1.000%
2025	0.650	2028	1.150
2026	0.850	2029	1.250

**Term Bond*

2.02. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created, or deposited in the Escrow Fund hereinafter created as determined by the City Administrator and the General Manager of the Commission in consultation with the City’s municipal advisor. The City Administrator is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City. The Purchaser will hold the Bonds for its own account and will not reoffer them to the public.

2.03. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds to the Purchaser, pursuant to the Act in the original aggregate principal amount of \$1,210,000, originally dated as of the date of delivery, in fully registered form and issued in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 and upward, bearing interest as above set forth, and maturing on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024*	\$240,000	2027	\$190,000
2025	190,000	2028	195,000
2026	195,000	2029	200,000

**Term Bond*

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

2.04. Optional Redemption. The City may elect on February 1, 2027, and on any day thereafter to prepay Bonds maturing on or after February 1, 2028. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

2.05. Mandatory Redemption; Term Bond. The Bonds maturing on February 1, 2024 shall hereinafter be referred to collectively as the “Term Bond.” The principal amount of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with

any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bond in such order as the City shall determine. The Term Bond is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, 2024 Term Bond</u>	<u>Principal Amount</u>
2022	\$ 15,000
2023	35,000
2024*	190,000

* *Maturity*

Section 3. Form; Registration.

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

3.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2022, to the registered owners thereof of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

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

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

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

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

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

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

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is at any time registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

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

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

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) 30 days prior to the date of redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

3.04. Appointment of Initial Registrar. The City appoints U.S. Bank National Association, St. Paul, Minnesota, as the initial Registrar. The Mayor and the City Clerk are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and deliver

the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the Director of Finance must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

3.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on a Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser will not be obligated to see to the application of the purchase price.

3.06. Form of Bond. The Bonds will be printed or typewritten in substantially the form set forth in Exhibit B attached hereto.

3.07. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed or accompany each Bond.

Section 4. Payment; Security; Escrow.

4.01. Funds and Accounts. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds and the Refunded Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds and Refunded Bonds, there is hereby created a special fund to be designated the (Public Utilities Commission) Taxable General Obligation Utility Revenue Refunding Bonds, Series 2021C Fund (the "Fund") to be administered and maintained by the Director of Finance as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City and the Commission. The Fund will be maintained in the manner herein specified until all of the Refunded Bonds have been paid and until all of the Bonds and the interest thereon will have been fully paid. There will be maintained in the Fund two separate accounts, to be designated the Escrow Account and Debt Service Account.

(a) Escrow Account. Pursuant to an escrow agreement (the "Escrow Agreement") with Zions Bancorporation, National Association, Chicago, Illinois (the "Escrow Agent") the City will establish and maintain an escrow account (the "Escrow Account"). The Escrow Agent is a suitable financial institution within the State, whose deposits are insured by the Federal Deposit Insurance Corporation, whose combined capital and surplus is not less than \$500,000 and said financial institution is hereby designated as the escrow agent for the Escrow Account. All proceeds of the sale of the Bonds (less amounts deposited in the Debt Service Account under Section 4.01(b)) will be received by the Escrow Agent and applied to fund the Escrow Account and to pay costs of issuance. Proceeds of the Bonds not used to pay costs of issuance or fund the Escrow Account will be returned to the City for deposit into the Debt Service Account. All investment earnings on the Escrow Account are hereby irrevocably pledged and appropriated thereto. The Escrow Account will be invested in securities maturing or callable at the option of the holder on such dates and bearing interest at such

rates as will be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Account, to pay when due the interest to accrue on each Refunded Bond to and including February 1, 2023 (the “Redemption Date”), and to pay on the Redemption Date the principal amount of each of the Refunded Bonds, by transferring to the Registrar sufficient funds to make such payment. From the Escrow Account there will be paid (i) all interest paid on, or to be paid on, or to accrue on, the Refunded Bonds to and including the Redemption Date, and (ii) the principal of the Refunded Bonds due by reason of redemption on the Redemption Date. The moneys in the Escrow Account will be used solely for, and the Escrow Account will be irrevocably appropriated to, the purposes herein set forth and in the Escrow Agreement and for no other purpose, except that any surplus in the Escrow Account may be remitted to the City, all in accordance with the Escrow Agreement. Any moneys remitted to the City upon termination of the Escrow Agreement will be deposited in the Debt Service Account.

(b) Debt Service Account. To the Debt Service Account there is hereby pledged and irrevocably appropriated and there will be credited: (i) any amounts paid by the Purchaser over the minimum purchase price, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.02 hereof; (ii) any balance remitted to the City upon the termination of the Escrow Agreement; (iii) any balance remaining on February 2, 2023, in the debt service fund created by the City Council resolution authorizing the issuance and sale of the Refunded Bonds (the “Prior Resolution”); (iv) any collections of all taxes hereafter levied for the payment of the Bonds and interest thereon; (v) all investment earnings on funds in the Debt Service Account; (vi) accrued interest (if any) received upon delivery of the Bonds, and any other proceeds of the Bonds to the extent not required to fund the Escrow Account; (vii) net revenues of the municipal wastewater system pledged to the repayment of the Bonds; and (viii) any and all other moneys which are properly available and are appropriated by the City Council to the Debt Service Account. There will be deposited from time to time in the Debt Service Fund a sufficient amount to pay the principal of and interest on the Bonds when due, and the Director of Finance and the General Manager of the Commission will report any current or anticipated deficiency in the Debt Service Fund to the City Council and the Commission. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Director of Finance is directed to pay such principal or interest from other funds of the City, and such fund will be reimbursed for those advances out of the proceeds of taxes when collected.

4.02 Utility Fund. The Commission has created and will continue to maintain and operate its Utility Fund to which will be credited all gross revenues of the wastewater system (the “Utility System”) and out of which will be paid all normal and reasonable expenses of current operations of such system. Any balance therein is deemed net revenues (the “Net Revenues”) and will be transferred, from time to time, to the Debt Service Account, in an amount sufficient to pay principal of and interest on the Bonds and any other bonds similarly authorized.

4.03. Findings. It is hereby found and determined that based upon information presently available from the City’s municipal advisor, the issuance of the Bonds will result in a reduction of debt service cost to the City on the Refunded Bonds, such that the present value of such debt service or interest cost savings (the “Reduction”) is at least 3.00% of the debt service on the Refunded Bonds. The Reduction, after the inclusion of all authorized expenses of refunding in the computation of the effective interest rate on the Bonds, is adequate to authorize the issuance of the Bonds as provided by Minnesota Statutes, Section 475.67, Subdivisions 12.

4.04. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all

principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein. To the extent that it shall ever be necessary to provide full and timely payment of the debt service on the Bonds, the City shall, pursuant to the authority described in this paragraph, levy an ad valorem tax on all taxable property within the City sufficient for such purposes.

4.05. Pledge of Tax Levy. It is hereby determined that the estimated collection of Net Revenues of the Utility System for the payment of principal and interest on the Bonds will produce at least 5% in excess of the amount needed to meet when due, the principal and interest payments on the Bonds, and that no tax levy is needed at this time.

4.06. Filing. The City Clerk is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer of Itasca County and to obtain the certificate required by Section 475.63 of the Act and the tax levy required by law has been made.

4.07 Prior Resolution Pledges. The pledges and covenants of the City and the commission made by the Prior Resolution relating to the ownership, protection of and other particulars governing the operation and financial management of the municipal Utility System and the improvements thereto financed by the Refunded Bonds are restated and confirmed in all respects. The provisions of the Prior Resolution are hereby supplemented to the extent necessary to give full effect to the provisions of this resolution.

4.08. Prior Debt Service Fund. The debt service fund heretofore established for the Refunded Bonds pursuant to the Prior Resolution shall be terminated on the Redemption Date and all monies therein are hereby transferred to the Debt Service Fund herein created.

Section 5. Refunding; Findings; Redemption of Refunded Bonds.

5.01. Deposit of Funds. As of the date of delivery of and payment for the Bonds proceeds of the Bonds, plus accrued interest on the Bonds, less necessary expenses of the issuance of the Bonds (the "Proceeds"), are hereby pledged and appropriated and will be deposited in the Escrow Account. Proceeds of the Bonds in excess of amount needed to fund the Escrow Account and pay costs of issuance are appropriated to the Debt Service Account in accordance with Section 4.01(b).

5.02. Payment of Bonds and Refunded Bonds. It is hereby found and determined that money available and appropriated to the Escrow Account will be sufficient, together with the permitted earnings on the investment of the Escrow Account, to pay interest on the Refunded Bonds through the Redemption Date, and to pay at maturity or redemption all of the principal of and redemption premium (if any) on the Refunded Bonds maturing after the Redemption Date.

5.03. Permitted Investments. Securities purchased from the monies in the Escrow Account will be limited to securities specified in Section 475.67, Subdivision 8 of the Act. The Escrow Agent and the Municipal Advisor, as agent for the City is hereby authorized and directed to purchase for and on behalf of the City and in its name, appropriate securities or investments to fund the Escrow Account. Upon the issuance and delivery of the Bonds, the securities or investments so purchased will be deposited with the Escrow Agent and held pursuant to the terms of the Escrow Agreement and the Resolution.

5.04. Notice of Redemption. The Refunded Bonds maturing after February 1, 2023 will be redeemed and prepaid on the Redemption Date. The Refunded Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the form of Notice of Call for Redemption attached to the Escrow Agreement as EXHIBIT C which terms and conditions are hereby

approved and incorporated herein by reference. The Registrar for the Refunded Bonds is authorized and directed to send a copy of the Notice of Redemption to the registered holder of the Refunded Bonds.

5.05. Escrow Agreement. On or prior to the delivery of the Refunding Bonds, the Mayor and City Clerk are hereby authorized and directed to execute the Escrow Agreement on behalf of the City in substantially the form now on file with the City Clerk. All essential terms and conditions of the Escrow Agreement including payment by the City of reasonable charges for the services of the Escrow Agent, are hereby approved and adopted and made a part of this resolution, and the City covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

Section 6. Authentication of Transcript.

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

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

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

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

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

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.03 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the Director of Finance of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.,” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Clerk will promptly deliver a copy of the same to the Registrar and Paying Agent.

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

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

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

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

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

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

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

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted this 9th day of August, 2021.

By _____
Its Mayor

Attest:

Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF ITASCA)
) SS.
CITY OF GRAND RAPIDS)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Grand Rapids, Itasca County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on August 9, 2021 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of \$1,210,000 (Public Utilities Commission) Taxable General Obligation Utility Revenue Refunding Bonds, Series 2021C of the City.

WITNESS My hand officially as such City Clerk of the City this ____ day of August, 2021.

City Clerk

EXHIBIT A
PROPOSALS



BID TABULATION

**\$1,235,000* (Public Utilities Commission) Taxable General Obligation Utility Revenue Refunding Bonds,
 Series 2021C**

City of Grand Rapids, Minnesota

SALE: August 9, 2021

AWARD: NORTHLAND SECURITIES, INC.

Rating: S&P Global Ratings "AA-"

Taxable - Non-Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota	2022 ¹	0.450%	0.450%	\$1,227,590.00	\$65,884.83	1.1137%
United Bankers Bank	2023 ¹	0.450%	0.450%			
	2024 ¹	0.450%	0.450%			
	2025	0.650%	0.650%			
	2026	0.850%	0.850%			
	2027	1.000%	1.000%			
	2028	1.150%	1.150%			
	2029	1.250%	1.250%			
BAIRD Milwaukee, Wisconsin				\$1,260,993.45	\$73,789.69	1.2315%
BOK FINANCIAL SECURITIES, INC. Milwaukee, Wisconsin				\$1,251,400.95	\$73,880.81	1.2390%
PIPER SANDLER & CO. Chicago, Illinois				\$1,226,052.50	\$73,769.60	1.2477%
UMB BANK, N.A. Kansas City, Missouri				\$1,230,837.80	\$75,167.08	1.2694%
FIDELITY CAPITAL MARKETS Boston, Massachusetts				\$1,238,783.30	\$106,568.95	1.7965%

* Subsequent to bid opening the issue size was decreased to \$1,210,000.

Adjusted Price - \$1,202,740.00 Adjusted Net Interest Cost - \$64,310.93 Adjusted TIC - 1.1134%

1 \$240,000 Term Bond due 2024 with mandatory redemption in 2022-2023.

BUILDING COMMUNITIES. IT'S WHAT WE DO.

info@ehlers-inc.com

1 (800) 552-1171

www.ehlers-inc.com

EXHIBIT B
FORM OF BOND

No. R-_____ UNITED STATES OF AMERICA \$_____
STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS

(PUBLIC UTILITIES COMMISSION)
TAXABLE GENERAL OBLIGATION UTILITY REVENUE REFUNDING BOND,
SERIES 2021C

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	February 1, 20__	September 2, 2021	_____

Registered Owner: Cede & Co.

The City of Grand Rapids, Minnesota, a duly organized and existing municipal corporation in Itasca County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Rate specified above (calculated on the basis of a 360-day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2022, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association, St. Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2027, and on any date thereafter to prepay Bonds due on or after February 1, 2028. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The Bonds maturing on February 1, 2024 shall hereinafter be referred to collectively as the “Term Bond.” The principal amount of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bond in such order as the City shall

determine. The Term Bond is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, 2024 Term Bond</u>	<u>Principal Amount</u>
2022	\$ 15,000
2023	35,000
2024*	190,000

* *Maturity*

This Bond is one of an issue in the aggregate principal amount of \$1,210,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, redemption privilege and denomination, all issued pursuant to a resolution adopted by the City Council on August 9, 2021 (the “Resolution”), for the purpose of providing money for an advance refunding of certain maturities of the City’s (Public Utilities Commission) Taxable General Obligation Utility Revenue Bonds, Series 2013C, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 475.67, Section 444.075 and Chapter 475. The principal and interest hereon is payable from net revenues of the wastewater utility system operated by the Grand Rapids Public Utilities Commission (the “Commission”). Net revenues are pledged to a special debt service fund of the City and the Commission, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in net revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

IT IS HEREBY CERTIFIED AND RECITED That in and by the Resolution, the City and the Commission have covenanted and agreed that it will continue to own and operate the wastewater system free from competition by other like utilities; that adequate insurance on said wastewater system and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Utility Fund, into which the Commission and the City will pay all of the gross revenues from the wastewater system; that it will also create and maintain a Debt Service Account in the (Public Utilities Commission) Taxable General Obligation Utility Revenue Refunding Bonds, Series 2021C Fund, into which the Commission and the City will pay, out of the net revenues from the wastewater system a sum sufficient to pay principal hereof and interest hereon when due; and that the City will provide, by ad valorem tax levies, for any deficiency in required net wastewater system revenues.

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

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

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

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

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

Dated: _____

CITY OF GRAND RAPIDS, MINNESOTA

(Facsimile)
City Administrator

(Facsimile)
Mayor

CERTIFICATE OF AUTHENTICATION

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

U.S. BANK NATIONAL ASSOCIATION

By _____
Authorized Representative

CERTIFICATE OF AUTHENTICATION

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

U.S. BANK NATIONAL ASSOCIATION

By _____
Authorized Representative

ABBREVIATIONS

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

TEN COM -- as tenants in common

UNIF GIFT MIN ACT
_____ Custodian _____

TEN ENT -- as tenants by entireties

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

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

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

ASSIGNMENT

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

Dated: _____

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

Signature Guaranteed:

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

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

STATE OF MINNESOTA
COUNTY OF ITASCA

CERTIFICATE OF COUNTY
AUDITOR/TREASURER
AS TO REGISTRATION

I, the undersigned County Auditor/Treasurer of Itasca County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Grand Rapids, Minnesota, on August 9, 2021, relating to the \$1,210,000 Taxable General Obligation Utility Revenue Refunding Bonds, Series 2021C of said municipality dated September 2, 2021, has been filed in my office and said bonds have been entered on the register of obligations in my office.

WITNESS My hand and official seal this _____ day of _____, 2021.

COUNTY AUDITOR/TREASURER
ITASCA COUNTY, MINNESOTA

By: _____

Its: _____

(SEAL)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021

AGENDA ITEM: Consider approving the Advance Refunding Escrow Agreement for the Taxable General Obligation Utility Revenue Bonds, Series 2013C.

PREPARED BY: Barb Baird

BACKGROUND:

The City, in accordance with a resolution adopted by its governing body on August 9, 2021, has provided for the refunding of the 2025, 2027 and 2029 maturities of the City's (Public Utilities Commission) \$2,305,000 Taxable GO Utility Revenue Bonds, Series 2013C, dated September 12, 2013, of which \$1,100,000 in principal amount is subject to redemption and prepayment on February 1, 2023, by the issuance and sale of refunding obligations, designated as (PUC) Taxable General Obligation Utility Revenue Refunding Bonds, Series 2021C. Per the escrow agreement, monies will be held by Zoins Bancorporation, National Association, Chicago, IL., until February 1, 2023 at which time principal and interest will be paid in full.

Attachments: Advance Refunding Escrow Agreement

REQUESTED COUNCIL ACTION:

Make a motion to approving the Advance Refunding Escrow Agreement for the Taxable General Obligation Utility Revenue Bonds, Series 2013C.

ADVANCE REFUNDING ESCROW AGREEMENT

Relating to:

City of Grand Rapids, Minnesota (Public Utilities Commission) Taxable General Obligation Utility Revenue Bonds, Series 2013C

THIS AGREEMENT, dated September 2, 2021, made pursuant to Minnesota Statutes, Section 475.67 (the “Act”) and executed by and between the City of Grand Rapids, Itasca County, Minnesota (the “City”), and Zions Bancorporation, National Association, Chicago, Illinois (whose deposits are insured by the Federal Deposit Insurance Corporation and whose capital and surplus is not less than \$500,000 (the “Escrow Agent”):

WITNESSETH: That the parties hereto recite and, in consideration of the mutual covenants contained herein, covenant and agree as follows:

1. The City, in accordance with a resolution adopted by its governing body on August 9, 2021 (the “Resolution”), has provided for the refunding of the 2025, 2027 and 2029 maturities of the City’s (Public Utilities Commission) \$2,305,000 Taxable General Obligation Utility Revenue Refunding Bonds, Series 2013C, dated September 12, 2013, of which \$1,100,000 in principal amount is subject to redemption and prepayment on February 1, 2023 (the “Refunded Bonds”), by the issuance and sale of refunding obligations, designated as “(Public Utilities Commission) Taxable General Obligation Utility Revenue Refunding Bonds, Series 2021C” (the “Refunding Bonds”).

2. The City has also, in accordance with the Resolution, issued and sold the Refunding Bonds in the principal amount of \$1,210,000, and has received proceeds of the Bonds in the amount of \$1,202,740 (par amount of \$1,210,000, less underwriter’s discount of \$7,260). A portion of the proceeds of the Refunding Bonds will be applied to the defeasance, redemption, and prepayment of the Prior Bonds and will be placed in a special Escrow Fund (the “Escrow Fund”) created in accordance with the Resolution in the name of the County pursuant to this Agreement to (i) to pay the interest on the Refunded Bonds through February 1, 2023 (the “Redemption Date”); (ii) pay the outstanding principal amount of the Refunded Bonds on the Redemption Date; and (iii) pay the costs of issuance set forth in **Exhibit D**.

3. On the date hereof, the Escrow Agent has received on behalf of the City, proceeds of the Refunding Bonds in the amount of \$1,202,740 to be applied as follows: (i) the amount of \$1,170,368.75 in the Escrow Fund (as defined herein) shall be invested in shares or units in any money market mutual fund rated “Aaa”/”AAA” by Moody’s or S&P (or if a new rating scale is implemented, the equivalent rating category given by the rating agency for that general category of security) (including mutual funds of the Escrow Agent or its affiliates or for which the Escrow Agent or an affiliate thereof serves as investment advisor or provides other services to such mutual fund receives reasonable compensation therefor) registered under the Investment Company Act of 1940, as amended, whose investment portfolio consists solely of (A) direct obligations of the

government of the United States of America, or (B) tax exempt government obligations (collectively, the “Investments”); and (ii) \$32,263.00 to pay the costs of issuance set forth in **Exhibit D**; and (iii) \$108.25 to the the Debt Service Fund established under the Resolution. Funds will be irrevocably deposited with the Escrow Agent on the date of this Agreement. It is understood and agreed that amounts deposited into the Escrow Account will be sufficient to make the payments as set forth **Exhibit A**, including the funds required to pay all principal and interest due and payable on each of the Refunded Prior Bonds, as described in Section 2, on and prior to their maturity dates, or to the date on which any of the Refunded Prior Bonds have been directed to be prepaid, as stated in the Resolution.

4. The Investments have been irrevocably deposited with the Escrow Agent who acknowledges receipt of the deposits described in paragraph 3 hereof and agrees that it will hold such amounts, other than amounts to be used for costs of issuance, in the Escrow Fund in the name of the City, and will collect and receive on behalf of the City all payments of principal of and interest on any investment of such amounts and securities and will remit from the Escrow Fund (i) to U.S. Bank National Association, in St. Paul, Minnesota (the “Paying Agent”) for the Refunding Bonds and the Refunded Bonds the funds required from time to time for the payment of interest on the Refunded Bonds to the Redemption Date when due; and (ii) the outstanding principal amount of the Refunded Bonds on the Redemption Date.. After provision for payment of all remaining Refunded Bonds, the Escrow Agent will remit any remaining funds in the Escrow Fund to the City.

5. Investment or reinvestment, if any, of amounts in the Escrow Fund made pursuant to this paragraph may be made only at the further direction of Director of Finance and in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as will be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Fund, to pay when due the amounts set forth in Section 4. Securities purchased from the monies in the Escrow Fund will be limited to securities specified in Minnesota Statutes, Section 475.67, Subdivision 8. The Escrow Agent, as agent for the City, shall purchase any such securities for and on behalf of the City and in its name.

6. The Escrow Agent expressly waives any lien upon or claim against the moneys and investments in the Escrow Fund.

7. If at any time it shall appear to the Escrow Agent that the money in the Escrow Fund allocable for such use hereunder will not be sufficient to make any payment due to under paragraph 3, or principal payment due to the holders of any of the Refunded Bonds, the Escrow Agent shall immediately notify the City. The City thereupon shall forthwith deposit in Escrow Fund from funds on hand and legally available to it such additional funds as may be required to meet fully the amount to become due and payable. The City acknowledges its obligation to levy ad valorem taxes on all taxable property in the City to the extent required to produce moneys necessary for this purpose.

8. The City will not repeal or amend the Resolution which calls the Refunded Bonds for redemption on the Redemption Date. The Escrow Agent shall cause the Notice of Call for redemption attached hereto as **Exhibit B** to be mailed not more than 60 days prior to the

Redemption Date to the paying agent for the Refunded Bonds for the purpose of giving notice not less than 30 days prior to the Redemption Date to the registered owners of the Refunded Bonds to be redeemed, at their addresses appearing in the bond register and also to the bank at which the principal and interest on the Refunded Bonds are then payable.

9. The Escrow Agent shall cause the Notice of Defeasance attached hereto as **Exhibit C** to be filed with the Municipal Securities Rulemaking Board within 10 business days of the issuance of the Refunding Bonds.

10. The Escrow Agent will submit to the City on or before the 10th day of each month, commencing in the month of October, 2021, a statement, as of the last day of the immediately preceding month, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the one month period ending on such last day of the preceding month, and also listing the investments on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the investments.

11. It is recognized and agreed that title to the cash and Investments, if any, held in the Escrow Fund from time to time shall remain vested in the City but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by this Agreement. The Escrow Agent shall hold all such money and obligations in a special Escrow Fund separate and wholly segregated from all other funds and securities of the Escrow Agent, and shall never commingle such money or securities with other money or securities. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the funds and securities deposited with it in the Escrow Fund, and the collection of and accounting for the principal and interest payable with respect thereto, the reinvestment of certain funds in Investments to the extent not being held as uninvested cash and the remittance of the funds to the paying agent as provided in this Agreement.

12. This Agreement is made by the City for the benefit of the holders of the Refunded Bonds, and is not revocable by the City, and the funds and securities deposited in the Escrow Fund and all income therefrom have been irrevocably appropriated for the payment of the callable principal amount of the Refunded Bonds at the Redemption Date and interest on the Refunded Bonds to the Redemption Date in accordance with this Agreement.

13. This Agreement shall be binding upon and shall inure to the benefit of the City and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the holders of the Refunded Bonds and said third party beneficiaries shall be entitled to enforce performance and observance by the City and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall, if the City approves, be the successor agent without the execution of any document or the performance of any further act.

14. The Escrow Agent may at any time resign and be discharged of its obligations hereunder by giving to the Clerk of the City written notice of such resignation not less than 60 days before the date when the same is to take effect, provided that the Escrow Agent shall return to the City the pro rata portion of its fee which is allocable to the period of time commencing on the effective date of such resignation. Such resignation shall take effect upon the date specified in the notice, or upon the appointment and qualification of a successor prior to that date. In the event of such resignation, a successor shall promptly be appointed by the City, and the Clerk of the City shall immediately give written notice thereof to the predecessor escrow agent and publish the notice in the manner described in this paragraph 4. If, in a proper case, no appointment of a successor agent is made within 45 days after the receipt by the City of notice of such resignation, the Escrow Agent or the holder of any Refunded Bond may apply to any court of competent jurisdiction to appoint a successor escrow agent, which appointment may be made by the Court after such notice, if any, as the Court may prescribe. Any successor escrow agent appointed hereunder shall execute, acknowledge and deliver to its predecessor escrow agent and to the City a written acceptance of such appointment, and shall thereupon without any further act, deed or conveyance become fully vested with all moneys, properties, duties and obligations of its predecessor, but the predecessor shall nevertheless pay over, transfer, assign and deliver all moneys, securities or other property held by it to the successor escrow agent, shall execute, acknowledge and deliver such instruments of conveyance and do such other things as may reasonably be required to vest and confirm more fully and certainly in the successor escrow agent all right, title and interest in and to any property held by it hereunder. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall, if the City approves, be the successor escrow agent without the execution of any document or the performance of any further act.

15. The Escrow Agent acknowledges receipt of the sum of \$1,000 as its full compensation for its services to be performed under this Agreement.

16. The duties and obligations of the Escrow Agent shall be as prescribed by the provisions of this Agreement and the Escrow Agent shall not be liable hereunder except for failure to perform its duties and obligations as specifically set forth herein or to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by the Agent other than those specified herein.

17. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed:

If to the City: City of Grand Rapids, Minnesota
 420 N. Pokegama Avenue
 Grand Rapids, MN 55744
 Attn: City Finance Director

If to the Escrow Agent: Zions Bancorporation, National Association

111 West Washington Street, Ste 1860
Chicago, IL 60602
Attn: Corporate Trust

18. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent requires documentation to verify its formation and existence as a legal entity. The Escrow Agent may ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The City acknowledges that a portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with the USA Patriot Act, Pub.L. 107-56 (the "Act"), and the City agrees to provide, in a timely manner, any additional information requested by the Escrow Agent in connection with the Act or any similar legislation or regulation to which the Escrow Agent is subject.

18. The exhibits which are a part of this Agreement are as follows:

Exhibit A	Escrow Verification Report
Exhibit B	Notice of Call for Redemption
Exhibit C	Notice of Defeasance
Exhibit D	Costs of Issuance

IN WITNESS WHEREOF the parties hereto have caused this instrument to be duly executed by their duly authorized officers, in counterparts, each of which is deemed to be an original agreement, dated as of the date first written above.

CITY OF GRAND RAPIDS, MINNESOTA

By _____
Its Mayor

By _____
Its City Clerk

(Signature Page to the Advance Refunding Escrow Agreement)

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION**

By _____
Its _____

(Signature Page to the Advance Refunding Escrow Agreement)

EXHIBIT A
ESCROW PAYMENTS

Escrow Fund Cashflow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
09/02/2021	-	-	0.75	-	0.75
02/01/2022	23,456.00	-	23,456.00	23,456.25	0.50
08/01/2022	23,456.00	-	23,456.00	23,456.25	0.25
02/01/2023	1,123,456.00	-	1,123,456.00	1,123,456.25	-
Total	\$1,170,368.00	-	\$1,170,368.75	\$1,170,368.75	-

**EXHIBIT B
NOTICE OF CALL FOR REDEMPTION**

CITY OF GRAND RAPIDS, MINNESOTA
(PUBLIC UTILITIES COMMISSION)
TAXABLE GENERAL OBLIGATION
UTILITY REVENUE BONDS
SERIES 2013C

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Grand Rapids, Itasca County, Minnesota, there have been called for redemption and prepayment on

February 1, 2023

all outstanding bonds of the City designated as (Public Utilities Commission) Taxable General Obligation Utility Revenue Bonds, Series 2013C, dated, September 12, 2013, having stated maturity dates of February 1 in the years 2025, 2027, and 2029, all inclusive, totaling \$1,100,000 in principal amount, and with the following CUSIP numbers:

Year of Maturity	Amount	CUSIP
2025*	335,000	386334 7V2
2027*	365,000	386334 7X8
2029*	400,000	386334 7Z3

*Term Bond

The bonds are being called at a price of par plus accrued interest to February 1, 2023, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank National Association, in the City of St. Paul, Minnesota, on or before February 1, 2023, at the following address:

If by mail:

U.S. Bank National Association
Corporate Trust Operations, 3rd Floor
P.O. Box 64111
St. Paul, MN 55164-0111

If by hand or overnight:

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
Bond Drop Window, 1st Floor
St. Paul, MN 55107

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the City is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any Bonds subject to redemption and prepayment on the Redemption Date, unless the City is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9, will satisfy the requirements of this paragraph.

Dated: September 2, 2021

BY ORDER OF THE CITY COUNCIL

EXHIBIT C**NOTICE OF DEFEASANCE**

CITY OF GRAND RAPIDS, MINNESOTA
(PUBLIC UTILITIES COMMISSION)
TAXABLE GENERAL OBLIGATION
UTILITY REVENUE BONDS
SERIES 2013C

NOTICE IS HEREBY GIVEN to the holders of the above-described (the “Bonds”), dated September 12, 2013, and maturing on February 1 of the years and amounts shown below, that U.S. Government Securities have been deposited with Zions Bancorporation, National Association, Chicago, Illinois (the “Escrow Agent”), in an amount sufficient to defease the 2025, 2027 and 2029 maturities of such Bonds. Interest on the Bonds will continue to be paid by the City of Grand Rapids, Minnesota, from the revenues pledged in the resolution authorizing the issuance of the Bonds. The outstanding Bonds will be redeemed and prepaid in full on February 1, 2023, and are identified below by CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP</u>
2025*	335,000	386334 7V2
2027*	365,000	386334 7X8
2029*	400,000	386334 7Z3

*Term Bond

Dated: September 2, 2021

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Escrow Agent

EXHIBIT D
COSTS OF ISSUANCE

COSTS OF ISSUANCE DETAIL

Municipal Advisor	\$16,700.00
Bond Counsel (Kennedy & Graven)	\$5,000.00
Rating Agency Fee (S&P)	\$8,713.00
Paying Agent (U.S. Bank)	\$850.00
Escrow Agent (Zions Bancorporation)	\$1,000.00
TOTAL	\$32,263.00



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021

AGENDA ITEM: Consider adopting a resolution approving Demand Charge Agreement and authorize and direct the Mayor and City Clerk to execute agreement.

PREPARED BY: Barb Baird

BACKGROUND:

The City previously provided preliminary approval to the issuance of the City's Taxable General Obligation Wastewater Revenue Refunding Bonds, 2021C, in the approximate aggregate amount of \$1,235,000 in order to refund the \$2,305,000 Taxable General Obligation Utility Revenue Bonds, Series 2013C.

In connection with the issuance of the Bonds, the City Council has reviewed a Demand Charge Agreement between the City, the PUC and Blandin Paper Company. Blandin agrees to pay a demand charge in amounts sufficient to pay debt service on the Bonds.

Attachments:

Resolution Approving Demand Charge Agreement

PUC GO Refunding 2021C Demand Charge Agreement

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving Demand Charge Agreement, authorize and direct the Mayor and City Clerk of the City to execute and deliver such agreement on behalf of the City.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DEMAND CHARGE AGREEMENT

WHEREAS, the City of Grand Rapids (the “City”), through its Public Utilities Commission (the “PUC”) has constructed, owns and operates facilities for giving primary and secondary treatment to industrial wastes to assist in meeting state and federal water pollution abatement criteria; and

WHEREAS, the City previously provided preliminary approval to the issuance of the City’s Taxable General Obligation Wastewater Revenue Refunding Bonds, Series 2021C (Public Utilities Commission) (the “Bonds”), in the approximate aggregate principal amount of \$1,235,000 in order to refund the \$2,305,000 City of Grand Rapids, Minnesota (Public Utilities Commission) Taxable General Obligation Utility Revenue Bonds, Series 2013C; and

WHEREAS, in connection with the issuance of the Bonds, the City Council has reviewed a Demand Charge Agreement (the “Demand Charge Agreement”), between the City, the PUC and Blandin Paper Company (the “Company”), under which the Company agrees to pay a demand charge in amounts sufficient to pay debt service on the Bonds;

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

1. The City Council approves the Demand Charge Agreement in substantially the form on file with the City on the date hereof and authorizes and directs the Mayor and City Clerk of the City to execute and deliver such agreement on behalf of the City.

2. This resolution shall take effect immediately upon adoption.

Approved this July 26, 2021 by the City Council of the City of Grand Rapids, Minnesota.

Mayor

Attest:

City Clerk

DEMAND CHARGE AGREEMENT

By and Between

CITY OF GRAND RAPIDS,
MINNESOTA
and

GRAND RAPIDS PUBLIC UTILITIES COMMISSION,
MINNESOTA

and

BLANDIN PAPER COMPANY,
GRAND RAPIDS, MINNESOTA

Dated as of August __, 2021

DEMAND CHARGE AGREEMENT

THIS DEMAND CHARGE AGREEMENT, made and entered into as of this ___ day of August, 2021 by and between the City of Grand Rapids, Minnesota, herein called the "City", the Grand Rapids Public Utilities Commission, Minnesota, herein called "PUC" and Blandin Paper Company, herein called "Company":

WITNESSETH:

WHEREAS, the City, through its PUC, has constructed, owns and operates facilities for giving primary and secondary treatment to industrial wastes to assist in meeting state and federal water pollution abatement criteria (collectively, the "Facilities"); and

WHEREAS, the PUC owns and operates a wastewater effluent force main (the "Main") under the National Pollutant Discharge Elimination System ("NPDES") / State Disposal System ("SDS") Permit MN0022080 (the "Permit"), for the conveyance of industrial wastewaters; and

WHEREAS, the Company is the owner and operator of a plant presently manufacturing paper products, said plant located in Grand Rapids, Minnesota; and

WHEREAS, in accordance with the Permit, the PUC determined that the wastewater effluent force main has reached the end of its useful life and reliability, and as the Company requested, on September 12, 2013, the City issued its \$2,305,000 Taxable General Obligation Utility Revenue Bonds (Public Utilities Commission), Series 2013C (the "Prior Bonds"), the proceeds of which were used by the PUC to construct a replacement of the Main (hereinafter referred to as the "Project") to insure reliability and meet the Company's needs for the processing of industrial wastes; and

WHEREAS, the City proposes to issue its Taxable General Obligation Wastewater Revenue Refunding Bonds, Series 2021C (Public Utilities Commission) (the "Bonds"), in the approximate aggregate principal amount of \$1,235,000 in order to refund the Prior Bonds; and

WHEREAS, the Company will derive substantial financial benefits from the construction of the Project;

NOW THEREFORE, in consideration of the covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed:

ARTICLE I

DEMAND CHARGE

1.1. The Company agrees and acknowledges that this Agreement is entered into to induce the City to issue the Bonds.

1.2. Upon completion of the construction of the Project, the City, through the PUC, agrees to make the Project available to the Company, and the Company agrees to use the Project and pay the PUC the rates provided herein.

1.3. The City, through the PUC, shall provide industrial wastewater conveyance with the Project for the Company on each day of every year within the designed capacity of the Project except for interruptions occasioned by acts of war, sabotage, labor disruption or any other circumstances beyond the authority or ability of the City or the PUC to control, and the Company agrees that its demand for services shall not exceed such capacity.

1.4. In order to induce the City to issue the Bonds and to pledge its full faith and credit thereto, the Company hereby agrees to pay to the City a demand charge in amounts sufficient, from time to time, to pay (a) principal of, and interest on, the Bonds and the Prior Bonds as set forth in Exhibit A attached hereto; (b) and any fees payable to the registrar for the Bonds and any other costs in connection with issuance and payment of the Bonds, all to the extent such costs are not paid from proceeds of the Bonds. Each such payment shall be made by the Company to the PUC not less than two business days prior to the date on which amounts are payable by the PUC under the resolution awarding sale of the Bonds.

1.5. The Company shall not exercise managerial control over the Project or participate in the profits of the Project, if any. The PUC will offset the amount due from the Company under this section by the amount paid by other users of the Project as a demand charge.

1.6. The Company shall cooperate with the City in connection with the issuance by the City of the Bonds.

ARTICLE II

PRIOR AGREEMENTS, AMENDMENT, ASSIGNMENT

2.1. This Agreement supercedes the Demand Charge Agreement, dated July 15, 2013 (the "2013 Demand Charge Agreement"), between the City, the PUC and the Company entered into with connection with the Prior Bonds. Other than the 2013 Demand Charge Agreement, this Agreement shall not modify or amend any prior agreement between the Company and the City or the PUC and all payments made by the Company hereunder shall be in addition to any charges required under such prior agreements.

2.2. This Agreement shall not be modified except by a writing signed by all of the parties hereto.

2.3. The Company may not assign its rights and obligations hereunder without the prior consent of the City, provided that consent of the City shall not be required in the event that the Company assigns its rights hereunder but remains fully obligated to make payments hereunder.

The Company understands and agrees that the PUC has pledged net revenues of the Facilities to the Bonds, subordinate to other outstanding revenue bonds of the City to which such net revenues are pledged, and on a parity basis to other outstanding or future general obligation bonds of the City to which such net revenues are pledged.

ARTICLE III

TERM OF CONTRACT – CANCELLATION

3.1. This contract shall be effective from the date hereof and shall continue until the earlier of February 1, 2029, or such earlier date as all of the Bonds and any Bonds issued to refund the Bonds have been retired. Notwithstanding the foregoing (a) the obligation of the City to make the Project available to the Company may be terminated before that date by written notice from the Company to the City and upon such termination the Company shall be obligated to continue its demand charges, and (b) the City may terminate this Agreement at any time by written notice delivered to the Company. This contract shall be binding upon, and inure to the benefit of, the City, the Company and their respective successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of this ____ day of August, 2021.

CITY OF GRAND RAPIDS, MINNESOTA

Mayor

Attest: _____
City Clerk

BLANDIN PAPER COMPANY

Senior Vice President and General Manager

Attest: _____
Secretary

Public Utilities Commission of the City of Grand Rapids, Minnesota, by resolution duly adopted on the _____ day of August, 2021, hereby approves the above contract form and agrees to abide by the terms thereof.

PUBLIC UTILITIES COMMISSION

President

Attest: _____
Secretary

EXHIBIT A
BOND PAYMENT SCHEDULE

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Existing D/S	Net New D/S	Fiscal Total
09/02/2021	-	-	-	-	-	-	-
02/01/2022	15,000.00	0.450%	4,393.43	19,393.43	155,531.25	174,924.68	174,924.68
08/01/2022	-	-	5,273.75	5,273.75	2,906.25	8,180.00	-
02/01/2023	35,000.00	0.450%	5,273.75	40,273.75	157,906.25	198,180.00	206,360.00
08/01/2023	-	-	5,195.00	5,195.00	-	5,195.00	-
02/01/2024	190,000.00	0.450%	5,195.00	195,195.00	-	195,195.00	200,390.00
08/01/2024	-	-	4,767.50	4,767.50	-	4,767.50	-
02/01/2025	190,000.00	0.650%	4,767.50	194,767.50	-	194,767.50	199,535.00
08/01/2025	-	-	4,150.00	4,150.00	-	4,150.00	-
02/01/2026	195,000.00	0.850%	4,150.00	199,150.00	-	199,150.00	203,300.00
08/01/2026	-	-	3,321.25	3,321.25	-	3,321.25	-
02/01/2027	190,000.00	1.000%	3,321.25	193,321.25	-	193,321.25	196,642.50
08/01/2027	-	-	2,371.25	2,371.25	-	2,371.25	-
02/01/2028	195,000.00	1.150%	2,371.25	197,371.25	-	197,371.25	199,742.50
08/01/2028	-	-	1,250.00	1,250.00	-	1,250.00	-
02/01/2029	200,000.00	1.250%	1,250.00	201,250.00	-	201,250.00	202,500.00
Total	\$1,210,000.00	-	\$57,050.93	\$1,267,050.93	\$316,343.75	\$1,583,394.68	-

**Full payment on 2013 Bonds and 2021C Bonds are shown on the column on the right under the heading Net New D/S.*



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 9, 2021

AGENDA ITEM: Consider a request by the Police Department to purchase and approve payment for one (1) 2021 Ford Police Interceptor Utility vehicle from Tenvoorde Ford of St. Cloud for \$36,018.24

PREPARED BY: Steven Schaar

BACKGROUND:

In the process of developing the 2022 budget, there is a proposed police vehicle expenditure of \$55,000. City Administration/Finance, based on favorable revenue/expense forecasting for 2021, would like to advance the purchase of this vehicle in 2021. This will assist the City in budgeting for 2022.

The proposed vehicle to purchase is one (1) 2021 Ford Police Interceptor Utility patrol vehicle. This vehicle would replace the 2010 Dodge Charger that currently has 115,000 miles and was going to be retired next year in 2022. The cost of this vehicle not including applicable fees and taxes is \$36,018.24, which is the Minnesota State bid price.

The only place in the upper Midwest that had additional police vehicles available was Tenvoorde Ford in St. Cloud, MN who is the Minnesota State bid dealer for squad cars. The vehicle is white in color, so the vehicle will have to be painted to match our fleet squad cars. I contact a local auto body shop who indicated the cost would be around \$5,000.00. The purchase of the squad car, painting, striping and new equipment will not exceed \$55,000.00.

REQUESTED COUNCIL ACTION:

Make a motion to approve purchase and authorize payment for one (1) 2021 Ford Police Interceptor Utility Vehicle from Tenvoorde Ford of St. Cloud, MN in the amount of \$36,018.24 not including applicable fees and taxes.

2021

DEALER 58B 584

VIN 1FM5K8AB1MGA64488

White

	Suggested Retail Price	Price
K8A7 POLICE INTER UTILITY AND SPECIAL DEALER ACCOUNT ADJUSTM	40615 00	39395 00
SPECIAL FLEET ACCOUNT CREDIT		1421 00-
2021 MODEL YEAR		1154 00-
YE OXFORD WHITE		
96 EBONY CLOTH ERT/VINYL REAR		
INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 500A		
OPTIONAL EQUIPMENT/OTHER		
.AM/FM STEREO		
99B 3.3L TI-VCT V6 FFV ENGINE	3530 00-	3319 00-
44U 10-SPEED AUTO TRANSMISSION	NC	NC
52P HID PLUNG W/R HNDL INOPERABLE	160 00	150 00
JOB #2 ORDER		
67U ULTIMATE WIRING KIT	560 00	526 00
.WIRING GRILL/LAMP/SIREN/SPKRS		
.REAR CONSOLE MOUNTING PLATE		
FORD FLEET SPECIAL ADJUSTMENT	NC	440 00-
16D BADGE DELETE	NC	NC
17T CARGO DOME LAMP -RED/WHITE	50 00	47 00
18D GLOBAL LOCK/UNLOCK	NC	NC
19K H8 AGM BATTERY	110 00	103 00
19V REAR CAMERA ON DEMAND	230 00	217 00
21L FRONT WARNING AUX LIGHT	550 00	517 00
41R ENGINE BLOCK HEATER	90 00	85 00
425 50 STATE EMISSIONS	NC	NC
43D COURTESY LAMP DISABLE	25 00	24 00
47A POLICE ENGINE IDLE FEATURE	260 00	244 00
51R DRIVER SIDE LED SPOT LAMP	395 00	371 00
549 POWER MIRROR/SPOTTER/HEATED	60 00	56 00
55F KEYLESS ENTRY - 4 FOBS	340 00	320 00
59E KEYED ALIKE -KEY CODE E	50 00	47 00
61B OBD-II SPLIT CONNECTOR	55 00	52 00
66C REAR LIGHTING SOLUTION	455 00	428 00
67V POL WIRE HARNESS CONNECTOR KIT	185 00	174 00
.POLICE WIRING KIT REAR		
.POLICE WIRING KIT FRONT		
68B PERIMETER ALERT	675 00	635 00
68G REAR DR HNDL AND LOCKS INOPR	NC	NC
76D DEFLECTOR PLATE	335 00	315 00
76P PRE-COLLISION ASSIST	145 00	136 00
86T REAR TAILLAMP HOUSING	60 00	56 00
87R REAR VIEW MIRROR W/REAR CAMERA	NC	NC
92R SOLAR TINT 2ND ROW ONLY	85 00	80 00
942 DAYTIME RUNNING LAMPS (DRL)	45 00	42 00
FLEX-FUEL CAPABILITY		
153 FRONT LICENSE PLATE BRACKET	NC	NC
SPCL. DLR. ACCT. ADJ. CR.		29 00-
TOTAL OPTIONS/OTHER	1390 00	837 00
TOTAL VEHICLE & OPTIONS/OTHER	42005 00	37658 00
DESTINATION & DELIVERY	1245 00	1245 00
TOTAL FOR VEHICLE	43250 00	

Have 2

\$36,018.24

FAVORABLE

12-28-20
FA-1435

*This information reflects the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Ten Voorde Ford, Inc. P.O. BOX 1045 St Cloud		58B584 MN 56302		Order Type 5B	Ramp Code CA2K	Batch ID LM011	Price Level 115
Ship to (if other than above)				Date Inv. Prepared 12 01 20	Item Number 58-0086	Transit Days 11	
				Ship Through			
Invoice & Unit Identification NO. 1FM5K8AB1MGA64488		Final Assembly Point CHICAGO		Finance Company and/or Bank Ford Motor Credit 000001			
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA	