



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

CITY COUNCIL MEETING AGENDA
Monday, October 24, 2022
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, October 24, 2022 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve minutes for Monday, October 10, 2022 Regular meeting.

VERIFIED CLAIMS:

2. Approve the verified claims for the period October 4, 2022 to October 17, 2022 in the total amount of \$1,020,194.97.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Review and acknowledge minutes for the following meetings:

April 21, 2022 PCA Board
September 14, 2022 Library Board
September 20, 2022 Golf Board
August 11 & 25, 2022 GREDA meetings
September 8 & 22, 2022 GREDA meetings

CONSENT AGENDA:

4. Consider adopting a resolution approving Amendment 1 to MNDOT Agreement 1050627A01, CP 2022-1, TH 2 Lighting Project.
5. Consider approving Sale of Miscellaneous Golf Course Assets.
6. Consider adopting a Resolution to accept \$150 donation from Northern Lights Ice LLC, dba Kona Ice of Itasca County to the City of Grand Rapids Fire Department Open House
7. Consider adopting a resolution accepting a \$9,300 grant from the Minnesota Board of Firefighter Training and Education for the Grand Rapids Fire Department.

- [8.](#) Consider authorizing a grant application to the FAA Airport Terminal Program
- [9.](#) Consider the appointment of Hospital Security Officers
- [10.](#) Consider approving amended contracts with Enterprise Fleet Management.
- [11.](#) Consider adopting a resolution calling for a Public Hearing on Tax Abatement and issuance of Bonds.
- [12.](#) Consider a labor agreement with the Clerical Union

SET REGULAR AGENDA:

ADMINISTRATION:

- [13.](#) Consider adopting a Resolution adopting the Itasca County All-Hazard Mitigation Plan.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 14, 2022, AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES
Monday, October 10, 2022
6:00 PM

Mayor Christy called the meeting to order at 6:00 PM.

CALL OF ROLL:

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

STAFF: Tom Pagel, Chad Sterle, Steve Schaar, Barb Baird, Rob Mattei

PRESENTATIONS/PROCLAMATIONS:

1. Resolution for Indigenous People's Day is read into the record.
2. National Hunger & Homelessness Awareness month proclamation is read into the record.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Mayor Christy thanks everyone who participated in the goMARTI event.
Councilor Connelly participated in the active shooter training.

APPROVAL OF MINUTES:

3. Approve Council minutes for Monday, September 19, 2022 Budget meeting, Monday, September 26, 2022 Worksession and Regular meeting, and summary of Closed meeting on September 26, 2022.

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

VERIFIED CLAIMS:

4. Approve the verified claims for the period September 20, 2022 to October 3, 2022 in the total amount of \$917,740.75.

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

CONSENT AGENDA:

5. Consider waiving the statutory tort liability limits to the extent of the coverage purchased.
6. Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2023.
7. Consider adopting a resolution accepting low bid and entering into an agreement with NEO Electrical Solutions LLC for CP 2022-1, Highway 2 Lighting Project.

Adopted Resolution 22-88

8. Consider accepting quotes from Absolute Fire Protection, ESC Systems and Tru North Electric for the installation of a fire suppression system for the server room at the new Fire Hall.
9. Consider entering into an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with USI Consulting Group, Inc. previously as Hildi Incorporated.
10. Consider adoption of a resolution authorizing an application to the IRRR Development Infrastructure Grant program for the Airport Development Project

Adopted Resolution 22-89

11. Consider adopting a resolution authorizing a grant application to the IRRR Development Infrastructure Grant program for the Itasca County Family YMCA fire alarm and HVAC system upgrades project.

Adopted Resolution 22-90

12. Consider approving amendments to Hazmat Response Contract with State of Minnesota.
13. Consider approval of the Municipal Delegation Agreement with Minnesota Dept. of Labor and Industry (DOLI).
14. Consider authorizing staff to advertise with K-Bid the sale of miscellaneous equipment and allow advertising sealed bids for 2 diesel generators using the League of MN Cities no longer used firefighting equipment from the Fire Department.
15. PW PT Eligibility List for Winter Maintenance
16. Consider a resolution awarding a contract to Becker Arena Products for dasher boards and glass

Adopted Resolution 22-91

17. Consider approving annual liquor licenses renewals for 2023.

17a. Consider approving temporary liquor license for Itasca Curling Association Bonspiel.

Motion made by Councilor Toven, Second by Councilor Connelly to approve the Consent agenda with the addition of item #17a. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

SET REGULAR AGENDA:

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

ADMINISTRATION:

18. Consider hiring Chery Pierzina as Human Resource Officer

City Administrator Tom Pagel reviewed position, efforts to fill the vacancy and recommendation to hire Ms. Pierzina.

Motion made by Councilor Blake, Second by Councilor Connelly to hire Chery Pierzina as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

COMMUNITY DEVELOPMENT:

19. Consider adopting a resolution regarding the approval of a DEED Minnesota Investment Fund (MIF) application by the Grand Rapids Economic Development Authority for the Arbor Wood Co. project.

Motion made by Councilor Adams, Second by Councilor Toven to **adopt Resolution 22-92**, authorizing GREDA MIF applicaiton for Arbor Wood. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:26 PM.

Respectfully submitted:



Kimberly Gibeau, City Clerk

DATE: 10/18/2022
 TIME: 16:25:00
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/24/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
0519650	ESRI INC	27,500.00
	TOTAL	27,500.00
CITY WIDE		
0215165	JESSICA LYNN BOBROWSKI	2,500.00
0315481	CAR, INC	1,615.00
1205250	LEFTYS TENT & PARTY RENTAL	945.20
1805195	REDPATH AND COMPANY, LTD	194.77
1900225	SEH	926.07
	TOTAL CITY WIDE	6,181.04
SPECIAL PROJECTS-NON BUDGETED		
0801825	HAWKINSON CONSTRUCTION CO INC	2,963.50
0801836	HAWKINSON SAND & GRAVEL	4,800.00
2018225	TREASURE BAY PRINTING	92.25
	TOTAL SPECIAL PROJECTS-NON BUDGETED	7,855.75
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
	TOTAL ADMINISTRATION	1,600.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0221650	BURGGRAF'S ACE HARDWARE	22.32
0920060	ITASCA COUNTY TREASURER	253.42
1901535	SANDSTROM'S INC	23.99
	TOTAL BUILDING SAFETY DIVISION	352.62
COMMUNITY DEVELOPMENT		
0715808	GOVCONNECTION INC	1,103.15
0920060	ITASCA COUNTY TREASURER	206.93
	TOTAL COMMUNITY DEVELOPMENT	1,310.08
FINANCE		

DATE: 10/18/2022
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/24/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FINANCE		
1721360	QUILL CORPORATION	47.97
1805195	REDPATH AND COMPANY, LTD	4.46
TOTAL FINANCE		52.43
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
0221650	BURGGRAF'S ACE HARDWARE	293.90
0301685	CARQUEST AUTO PARTS	40.18
0401804	DAVIS OIL INC	612.39
0920060	ITASCA COUNTY TREASURER	265.19
1200500	L&M SUPPLY	140.05
1309090	SUPERONE FOODS NORTH	115.87
1901535	SANDSTROM'S INC	433.17
TOTAL FIRE		1,928.31
PUBLIC WORKS		
0103325	ACHESON TIRE INC	305.00
0221650	BURGGRAF'S ACE HARDWARE	163.99
0301685	CARQUEST AUTO PARTS	334.49
0315455	COLE HARDWARE INC	19.58
0315481	CAR, INC	510.00
0400028	DP STUMP GRINDING LLC	1,190.00
0401804	DAVIS OIL INC	2,086.32
0601690	FASTENAL COMPANY	1,237.30
0609305	FIGGINS TRUCK & TRAILER REPAIR	461.21
0801836	HAWKINSON SAND & GRAVEL	160.96
0920060	ITASCA COUNTY TREASURER	845.51
0920061	ITASCA COUNTY TREASURER	36.40
1200500	L&M SUPPLY	121.80
1205110	LEASE LANDSCAPING INC	475.00
1303039	MCCOY CONSTRUCTION & FORESTRY	909.87
1415484	NORTHERN LIGHTS TRUCK	516.00
1815915	ROYAL TIRE INC	1,077.30
1900225	SEH	2,750.00
1920555	STOKES PRINTING & OFFICE	51.79
2000522	TNT CONSTRUCTION GROUP, LLC	6,120.00
2018560	TROUT ENTERPRISES INC	713.20
2300763	WW THOMPSON CONCRETE PRODUCTS	1,663.92
TOTAL PUBLIC WORKS		21,749.64

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 10/24/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	393.64
0315455	COLE HARDWARE INC	1.17
0920060	ITASCA COUNTY TREASURER	84.95
1920555	STOKES PRINTING & OFFICE	15.20
TOTAL FLEET MAINTENANCE		494.96
POLICE		
0103325	ACHESON TIRE INC	1,227.12
0301685	CARQUEST AUTO PARTS	549.28
0421725	DUTCH ROOM INC	67.68
0920060	ITASCA COUNTY TREASURER	4,266.99
1309332	MN STATE RETIREMENT SYSTEM	1,675.48
1518225	O'REILLY AUTO PARTS	23.12
1801570	APS COMPANIES	5.50
1909650	SIRCHIE ACQUISITION CO, LLC	117.54
1920233	STREICHER'S INC	220.96
1920555	STOKES PRINTING & OFFICE	75.18
TOTAL POLICE		8,228.85
CENTRAL SCHOOL		
0315455	COLE HARDWARE INC	20.94
0701650	GARTNER REFRIGERATION CO	517.26
1901535	SANDSTROM'S INC	146.05
TOTAL		684.25
AIRPORT		
0112100	ALAMO GROUP COMPANY	31.97
0113223	AMERICAN DETAILING	300.00
0315481	CAR, INC	1,955.00
0920060	ITASCA COUNTY TREASURER	57.40
1805195	REDPATH AND COMPANY, LTD	28.76
1900225	SEH	200.00
2018680	TRU NORTH ELECTRIC LLC	1,022.40
TOTAL		3,595.53
CIVIC CENTER		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/24/2022

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	122.02
0315495	COMMERCIAL REFRIGERATION	8,625.00
0701650	GARTNER REFRIGERATION CO	9,693.21
1201430	LAKE SUPERIOR CUTTING EDGE LLC	270.00
1909510	SIM SUPPLY INC	123.84
2209421	VIKING ELECTRIC SUPPLY INC	197.01
	TOTAL GENERAL ADMINISTRATION	19,031.08
POLICE DESIGNATED FORFEITURES		
1920233	STREICHER'S INC	2,892.00
	TOTAL	2,892.00
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	18.98
0920060	ITASCA COUNTY TREASURER	60.27
	TOTAL	79.25
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	233.74
	TOTAL	233.74
GO & ABATEMENT BOND 2019A		
0508450	EHLERS AND ASSOCIATES INC	3,750.00
	TOTAL	3,750.00
GO IMPRV RECONST BONDS 2017A		
0508450	EHLERS AND ASSOCIATES INC	2,500.00
	TOTAL	2,500.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/24/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL CAPITAL IMPRV PROJECTS		
2022-1	HIGHWAY 2 LIGHTING	
1900225	SEH	3,573.79
	TOTAL 2022-1 HIGHWAY 2 LIGHTING	3,573.79
MAY MOBILITY		
0900060	ICTV	662.50
	TOTAL MAY MOBILITY	662.50
MUNICIPAL ST AID MAINTENANCE		
	7TH STREET OVERLAY	
1900225	SEH	2,640.00
	TOTAL 7TH STREET OVERLAY	2,640.00
PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
1205110	LEASE LANDSCAPING INC	6,965.00
2018560	TROUT ENTERPRISES INC	88.00
	TOTAL MS RIVER PARK	7,053.00
AIRPORT CAPITAL IMPRV PROJECTS		
NO PROJECT		
1805195	REDPATH AND COMPANY, LTD	4,329.45
	TOTAL NO PROJECT	4,329.45
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0221650	BURGGRAF'S ACE HARDWARE	28.71
	TOTAL CP2020/FD-1 NEW FIRE HALL	28.71
2015-3 HIGHWAY 2 WEST TRAIL		
1805195	REDPATH AND COMPANY, LTD	388.28
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	388.28

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/24/2022

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0900055	ICS CONSULTING INC	6,771.25
TOTAL IRA CIVIC CENTER RENOVATION		6,771.25
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
0218115	BRAUN INTERTEC CORPORATION	10,763.75
1805195	REDPATH AND COMPANY, LTD	104.28
1900225	SEH	28,086.46
2000522	TNT CONSTRUCTION GROUP, LLC	319,684.50
TOTAL 21ST STREET IMPROVEMENTS		358,638.99
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	64.56
0315481	CAR, INC	170.00
0401420	DAKOTA FLUID POWER, INC	140.97
0401804	DAVIS OIL INC	640.20
0801825	HAWKINSON CONSTRUCTION CO INC	2,401.50
0920060	ITASCA COUNTY TREASURER	397.22
1309495	MINUTEMAN PRESS	691.63
1809154	RICHARD F RYSAVY	240.00
2000522	TNT CONSTRUCTION GROUP, LLC	750.00
T001264	LEA FRIESEN	2,362.50
TOTAL		7,858.58
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$501,964.08
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	3,896.26
0113105	AMAZON CAPITAL SERVICES	215.45
0201355	BARBARA BAIRD	213.75
0305530	CENTURYLINK QC	259.00
0315543	CONSTELLATION NEWENERGY -GAS	462.91
0504820	EDWARDS LAPLANT CONSTRUCTION	500.00
0605191	FIDELITY SECURITY LIFE	93.50
0717988	SHAWN GRAEBER	46.00
0718015	GRAND RAPIDS CITY PAYROLL	271,739.23
0718070	GRAND RAPIDS STATE BANK	997.97
0801820	HAWK CONSTRUCTION INC	10,000.00
0920036	ITASCA COUNTY ATTORNEY OFFICE	9,673.49
1121695	LANCE KUSCHEL	46.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/24/2022

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1301145	MARCO TECHNOLOGIES, LLC	66.00
1301146	MARCO TECHNOLOGIES, LLC	1,029.10
1309098	MINNESOTA MN IT SERVICES	453.21
1309110	MN DEPT OF ADMINISTRATION	750.00
1309266	MN DEPT OF LABOR & INDUSTRY	100.00
1309274	MN MUNICIPAL UTILITIES ASSOC	527.00
1309332	MN STATE RETIREMENT SYSTEM	2,184.00
1516220	OPERATING ENGINEERS LOCAL #49	112,341.00
1621130	P.U.C.	38,072.28
2100265	U.S. BANK	1,100.00
2114373	UNITED STATES POSTMASTER	837.38
2209665	VISA	2,758.04
2209705	VISIT GRAND RAPIDS INC	55,637.37
2301700	WM CORPORATE SERVICES, INC	2,419.45
2305300	MATTHEW WEGWERTH	312.50
T001333	PSD, LLC	500.00
T001452	DAVID & DANIELLE HEIKKILA	500.00
T001453	MATTHEW BOYD	500.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$518,230.89
TOTAL ALL DEPARTMENTS		\$1,020,194.97



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**POLICE COMMUNITY ADVISORY
 BOARD MEETING AGENDA**

**Thursday, April 21, 2022
 4:30 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, the Police Community Advisory Board will hold a regular meeting on Thursday, April 21, 2022 at 4:30 PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids.

ROLL CALL: Stephen Connolly, Captain Morgan, Dan Butterfield, Chief Schaar, Pam Dowell, Jackie Dowell, Wendy Uzelac and Jackie Heinrich

ABSENT: Tom Neustrom (called), John Nalan, Liz Branum, and Megan Phillips

PUBLIC INPUT (if anyone wishes to address the Board): None

SETTING THE AGENDA: None

CORRESPONDENCE: None

APPROVE MINUTES: all Ya / 0 Nays – Dan Butterfield made motion – Pam Dowell Seconded the motion.

1. Approve Minutes for January 20, 2022
2. Bryce Prudhome – New Hire starts May 4, 2022. Comes with 4 years of experience in Criminal Justice and Crisis Response.
3. Will be hiring one more later – looking into a Cops Grant that would be good for 3 years. Police Department will be notified in August 2022 if we are to receive the grant.
4. Starting on the 2023 Budget.
5. Body Camera's: Presentation by Captain Morgan on the new Body Camera's and how they are used. Body Camera's and new Taser were purchased together. Body Cam's will be rotated out every 2 years and Tasers will be every 5 years.
6. Member Dan Butterfield had a concern of files being deleted or destroyed and/or how the information is stored. Captain Morgan addressed his concerns and assured him that all will be well trained in how the information is collected and saved.
7. Captain Morgan stated there are 2 more public meeting addressing the Body Camera's at the City Council meetings.

8. Focus of the PCAB - what are the goals, expectations, does the current PCAB serve as a "citizens advisory" board or is it more of a committee. Is there any production/activity that can be measured at a years end?
9. Discussion of PCAB terms – Steve will be discussing the three members that have not attend the last two meetings with Tom Pagel.
10. Discussion member Pam Dowell asking are there two Officers on Administrative leave at this time.

Chief Schaar explained that this is an ongoing investigation and no information at this time.

Dan Butterfield stated he understands that until there is a completed investigation no information can be provided. I

Stephen Connelly asked if we had enough coverage for the City of Grand Rapids.

Chief Schaar advised him “yes”.

Captain Andy Morgan stated at this time is protected and private.

Chief Schaar stated that all referrals could go the City Attorney regarding Officers on leave.

11. Citizen Academy will be in the spring of 2023.
12. Volunteer opportunities: Children’s Fair April 30, 2022 9-1 IRC Civic Center, National Night out, Safety Camp, and Shop with Hero.
13. Wendy Uzelac talking about having a booth at the County Fair. Possible sharing with Sheriff’s Department. County Fair is in late August.

UPDATES:

ANNOUNCEMENTS:

Stephen Connelly will not attend on July 21, 2022; Wendy Uzelac will be running the meeting.

SET AGENDA FOR NEXT MEETING:

July 21, 2022 at 4:00p.m. In the Council Chambers

ADJOURN:

5:03 pm – Dan Butterfield made motion and Pam Dowell second the motion all in favor Ya and no nays

Respectfully submitted: Jackie Heinrich

Attest:

MEETINGS AND ATTENDANCE

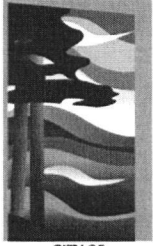
The Board shall meet at minimum, four times each year as determined by the chair. A regular meeting may be cancelled by the chair or a majority of the Board. Every Board member shall be required to attend at least 75% of all meetings each calendar year. Board members who are unable to meet the attendance requirements may be removed by a majority vote of the Board. Prior to a vote considering the potential removal of a member, the member shall be afforded an opportunity to explain his or her reason for non-attendance.

BOARD MEMBERS AND TERM EXPIRATION

Liz Branum	12/31/2022	Dan Butterfield	12/31/2023
Stephen Connolly	12/31/2023	Jackie Dowell	12/31/2023
Pam Dowell	12/31/2023	John Nalan	12/31/2023
Tom Nuestrom	12/31/2022	Megan Phillips	12/31/2023
Wendy Uzelac	12/31/2022		

PCAB PURPOSE:

The Purpose of the Grand Rapids Police Community Advisory Board shall be to establish and enhance communication between Grand Rapids residents, Police Department and the City Council. Together, the Advisory Board and Police Department will identify and focus on public safety issues and collaborate with community leaders, community organizations and stakeholders in developing solutions to multi-faceted community concerns. The Board provides recommendations to the Chief of Police and City Council as to how issues should be addressed.



GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, September 14, 2022

5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids Area Library Board will be held on Wednesday, September 14, 2022 at 5:00 PM in City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

Chair MacDonell called meeting to order at 5:00 pm

CALL OF ROLL:

Present: Blocker, Kee, Lassen, MacDonell, Martin, Richards, Squadroni, Tabbert

Absent: Teigland

Staff present: Richter

APPROVAL OF AGENDA:

Motion to: approve agenda as presented

Mover: Martin

Seconder: Richards

Result: Passed on voice vote

PUBLIC COMMENT (if anyone wishes to address the Board):

None

APPROVAL OF MINUTES:

Consider approval of Library Board Minutes

1. Consider approval of 08-10-2022 Library Board Meeting Minutes

Motion to: approve 08-10-2022 minutes as presented

Mover: Kee

Seconder: Richards

Result: Passed on voice vote

COMMUNICATIONS:

2. Note from Library volunteer

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

Consider approval of financial reports and payment of bills as presented.

2. Consider a motion to approve financial reports and payment of bills as presented.

Motion to: approve financial reports and payment of bills as listed in the Board packet

Mover: Blocker

Secunder: Kee

Result: Passed on roll-call vote 8-0

CONSENT AGENDA (Roll Call Vote Required):

3. Donation Resolution 2022-08

Motion to: approve Consent Agenda as presented

Mover: Richards

Secunder: Lassen

Result: Passed on roll-call vote 8-0

REGULAR AGENDA:

5. Review Preliminary 2023 Budget - informational
6. Arrowhead Library System Funding Request to Itasca County - informational
7. Everything you always wanted to know about Minimum Level of Local Support - informational
8. Review Collection Development Guidelines - informational

UPDATES:

Friends:

Friends update by Lassen: book sale last weekend raised about ~\$1,000; next meeting 9/19

Foundation:

Foundation update by Tabbert: McCarty Park up and running; check out new website grlibraryfoundation.org – Nicole has updated it nicely with pictures and verbiage highlighting projects and community collaborations; next meeting 9/15 at CPC

STAFF REPORTS:

9. Staff Reports and Library Statistics

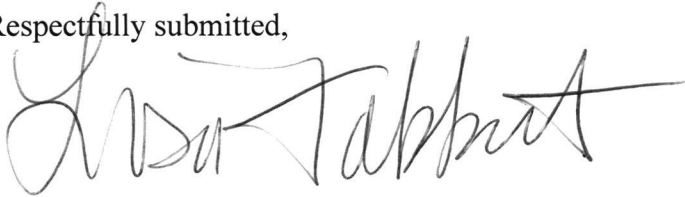
Library Director reviewed Library reports and statistics

ADJOURNMENT:

Chair MacDonell adjourned the meeting at 5:32 pm

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 12, 2022, AT 5:00 PM.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lisa Tabbert". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Lisa Tabbert

Library Board Secretary

RESOLUTION NO. 2022-08
A RESOLUTION ACCEPTING DONATIONS


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 a two-thirds majority of its members,


NOW THEREFORE, BE IT RESOLVED, that the Library Board of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donations and terms of the donors as follows:

Library Foundation \$1,174.24 (\$900.00 for June/July Story Time and \$274.24 Artastic Supplies)

Adopted this 14th day of September, 2022



Lisa Tabbert, Secretary



Jean MacDonell, President

DATE: 09/07/2022
 TIME: 14:41:51
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/14/2022

VENDOR #	NAME	AMOUNT DUE

PUBLIC LIBRARY		
0113100	AMAZON.COM	1,096.61
0118100	ARAMARK UNIFORM SERVICES	88.44
0118660	ARROWHEAD LIBRARY SYSTEM	20.80
0201428	BAKER & TAYLOR LLC	1,994.81
0305485	CENGAGE LEARNING INC	25.19
0405500	DEMCO INC	708.46
0701650	GARTNER REFRIGERATION CO	2,721.74
0718010	CITY OF GRAND RAPIDS	4,523.63
0914325	INGRAM ENTERTAINMENT INC.	125.63
0914540	INNOVATIVE OFFICE SOLUTIONS LL	183.96
0914800	INVEST EARLY PROJECT	400.00
1015325	JOHNSON CONTROLS FIRE	825.57
1305203	APG MEDIA OF MINNESOTA, LLC	227.55
1309525	UNIVERSITY OF MN (MINITEX)	499.00
1605665	PERSONNEL DYNAMICS LLC	1,239.30
1901535	SANDSTROM'S INC	124.72
1920555	STOKES PRINTING & OFFICE	9.98
2114356	UNIQUE MANAGEMENT SERVICES	116.50
2201151	VACKER INC	867.00

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$15,798.89

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.47
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	41,036.46
1301146	MARCO TECHNOLOGIES, LLC	120.43
1305725	METROPOLITAN LIFE INSURANCE CO	76.14
1309199	MINNESOTA ENERGY RESOURCES	45.00
1309265	MN DEPT OF LABOR & INDUSTRY	30.00
1309335	MINNESOTA REVENUE	31.38
1415479	NORTHERN DRUG SCREENING INC	25.00
1516220	OPERATING ENGINEERS LOCAL #49	9,162.00
1601750	PAUL BUNYAN COMMUNICATIONS	322.50
1621130	P.U.C.	3,282.01
2209665	VISA	671.25
2301700	WM CORPORATE SERVICES, INC	141.62

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$55,005.16

TOTAL ALL DEPARTMENTS \$70,804.05



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

**POKEGAMA GOLF COURSE BOARD
 MEETING MINUTES**

**Tuesday, September 20, 2022
 7:30 AM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday, September 20, 2022 at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Pat Pollard called the meeting to order at 7:30AM.

ROLL CALL: Rick McDonald, Kelly Kirwin, Bob Cahill, Steve Ross, John Ryan, John Bauer and Pat Pollard

PUBLIC INPUT: None

SETTING THE AGENDA: (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Board members present.) Bob Cahill asked us to add New Golf Carts for Purchase under New Business. John Bauer asked to add a discussion about a flagpole near #9 tee box for discussion under New Business. Rick made a motion to approve the Agenda with these additions. John Bauer second. Motion Carried.

APPROVE MINUTES:

1. Approve Golf Board Minutes for August, 2022 Golf Board Meeting. Rick made a motion to approve the Minutes. John Bauer Second. Motion Carried

CLAIMS AND FINANCIAL STATEMENTS:

1. A review of the financials took place. Rick made a motion to approve the claims in the amount of \$108,357.70. John Bauer Second. Motion Carried.
2. An additional expense was added for the two new screens from Trackman in the amount of \$4,157.98. This bill should be paid from the revenue funds made from the Trackman last winter. Barb Baird is tracking this for us. Motion made by John Ryan. Second by John Bauer. Motion Carried. The Trackman installation for winter 2022 is set to take place on Nov. 10, 2022.

VISITORS: No visitors today

REPORTS: Steve Ross Report: Steve said his team has started the aerification process. All is going well. Divot repairs are getting better. Steve will get a commitment for the Big Yellow Rock Eater date for spring 2023. The Board requested a tree tour of the golf course too, so we can continue to plant trees. Specific areas mentioned were of the birch on #14 and the space between #9 fairway and #10 tee/fairway were discussed as priorities.

Bob Cahill Report: Bob's main topic is under new business, carts, so we moved to the next agenda item.

Business:

1. New Golf Carts: Bob reviewed the numbers and options for purchasing 25 new carts for PGC. The Board is in agreement to proceed with the new carts and to find out more from the City of GR regarding the 5 year loan agreement and what those payment details look like. Bob will have this ready for the Board and will communicate that out when he knows more.
2. John Bauer asked everyone to take a look at the small roundabout just off of #9 tee box to see if a large flagpole would make sense to install. The Board agreed to take a look at this area and we can discuss in the future about this addition and location.

CORRESPONDENCE AND OPEN DISCUSSION:

ADJOURN: Motion made by John Ryan. Second by Rick McDonald. Motion Carried.

Minutes respectfully submitted by Kelly Kirwin



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, August 11, 2022
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, August 11, 2022 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
President Sholom Blake
Commissioner Tasha Connelly
Commissioner Rick Blake
Commissioner Wayne Bruns

ABSENT

Commissioner Cory Jackson
Commissioner Mike Korte

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

The agenda was approved without addition.

APPROVE MINUTES

1. Consider approval of the minutes from the July 28, 2022 regular meeting

Motion by Commissioner Hodnik, second by Commissioner Bruns to approve the minutes from the July 28, 2022 regular meeting. The following voted in favor thereof: Hodnik, Bruns, Connelly, S. Blake, R.Blake. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$14,687.96.

Motion by Commissioner Connelly, second by Commissioner Bruns to approve claims in the amount of \$14,687.96. The following voted in favor thereof: R. Blake, S. Blake, Connelly, Bruns, Hodnik. Opposed: None, passed unanimously.

PUBLIC HEARING

- 3. Conduct a public hearing regarding a business subsidy proposed for the ASV/Yanmar Expansion Project

Community Development Director Mattei provided background information.

President Blake stated the public hearing was for a business subsidy proposed for the ASV/Yanmar Expansion Project. Recorder Groom noted that all required notices, according to law, have been met.

Motion by Commissioner Connelly, second by Commissioner Bruns to open the public hearing. The following voted in favor thereof: Hodnik, Bruns, Connelly, S. Blake, R. Blake. Opposed: None, passed unanimously.

There was no public comment.

Motion by Commissioner R. Blake, second by Commissioner Hodnik to close the public hearing. The following voted in favor thereof: R. Blake, S. Blake, Connelly, Bruns, Hodnik. Opposed: None, passed unanimously.

BUSINESS

- 4. Consider the adoption of a resolution approving the loan of a Minnesota Investment Fund grant to ASV Holdings, Inc. and the execution of related documents

Motion by Commissioner R. Blake, second by Commissioner Bruns to adopt a resolution approving the loan of a Minnesota Investment Fund grant to ASV Holdings, Inc. and the execution of related documents. The following voted in favor thereof: R. Blake, S. Blake, Connelly, Bruns, Hodnik. Opposed: None, passed unanimously.

UPDATES

Great River Acres- A developer is interested in the multi family site Mr. Mattei is hoping to have a Letter of Interest soon.

Downtown Plan-The public engagement went well at Tall Timber Days the next step is a community survey that will be sent out.

ADJOURN

There being no further business the meeting adjourned at 4:22 p.m.

MEMBERS & TERMS

- Rick Blake - 12/31/2022 (with Council term)
- Tasha Connelly - 12/31/2022 (with Council term)
- Cory Jackson - 3/1/23
- Mike Korte - 3/1/24
- Wayne Bruns - 3/1/25
- Sholom Blake - 3/1/25
- Al Hodnik - 3/1/27



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, August 25, 2022
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, August 25, 2022 immediately following the closed meeting.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
Commissioner Mike Korte
President Sholom Blake
Commissioner Tasha Connelly
Commissioner Wayne Bruns

ABSENT

Commissioner Cory Jackson
Commissioner Rick Blake

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

APPROVE MINUTES

1. Consider approval of the minutes from the August 11, 2022 regular meeting.

Motion by Commissioner Connelly, second by Commissioner Bruns to approve the minutes from the August 11, 2022 regular meeting. The following voted in favor thereof: Hodnik, Bruns, Connelly, Blake, Korte. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$244.55.

Motion by Commissioner Hodnik, second by Commissioner Bruns to approve claims in the amount of \$244.55. The following voted in favor thereof: Korte, Blake, Connelly, Bruns, Hodnik. Opposed: None, passed unanimously.

BUSINESS

3. Downtown Plan Discussion – Janna King, Economic Development Services, Inc.

Janna King provided a power point presentation highlighting the pros and cons from the stakeholder meetings.

4. Consider adopting a resolution approving a Purchase Agreement with the Carlson Living Trust

As previously discussed, staff has pursued the purchase of an undeveloped 2.5 acre parcel. The negotiated price for this parcel is \$30,000.

Motion by Commissioner Bruns, second by Commissioner Korte to adopt a resolution approving a Purchase Agreement with the Carlson Living Trust. The following voted in favor thereof: Hodnik, Bruns, Connelly, Blake, Korte. Opposed: None, passed unanimously.

UPDATES

MNDOT- Staff has a meeting at the MNDOT District Headquarters next week.

ADJOURN

MEMBERS & TERMS

Rick Blake - 12/31/2022 (with Council term)

Tasha Connelly - 12/31/2024 (with Council term)

Cory Jackson - 3/1/23

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, September 08, 2022
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, September 08, 2022 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
Commissioner Cory Jackson
President Sholom Blake
Commissioner Tasha Connelly
Commissioner Rick Blake
Commissioner Wayne Bruns

ABSENT

Commissioner Mike Korte

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

APPROVE MINUTES

1. Consider approval of the minutes from the August 25, 2022 regular meeting.

Motion by Commissioner Connelly, second by Commissioner Hodnik to approve the minutes of the August 25, 2022 regular meeting. The following voted in favor thereof: R. Blake, Jackson, S. Blake, Connelly, Bruns, Hodnik. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$2,082.

Motion by Commissioner Bruns, second by Commissioner Jackson to approve claims in the amount of \$2,082. The following voted in favor thereof: Hodnik, Bruns, Connelly, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

BUSINESS

3. Consider adopting a resolution approving a Preliminary Development Agreement with Oppidan, Inc.

GREDA has received a Letter of Intent (LOI) from Oppidan Inc. expressing interest in the purchase and development of Lot 1, Block 1, of the plat of Great River Acres. Their intended use of the site is a four story 145 unit market rate apartment building. Their purchase price offer of \$485,000 is the current asking price established by GREDA.

Oppidan has executed the Preliminary Development Agreement, which references the LOI and established Oppidan as the exclusive developer of the property for period of 180 days. Oppidan will complete their due diligence, which will likely include and application for TIF or Tax Abatement assistance. The next step after this agreement would be the approval of a Purchase and Development Contract.

Motion by Commissioner R. Blake, second by Commissioner Bruns to approve a Preliminary Development Agreement with Oppidan, Inc. The following voted in favor thereof: R. Blake, Jackson, S. Blake, Connelly, Bruns, Hodnik. Opposed: None, motion passed unanimously.

4. Select volunteers to work with Rob to review CBIL Loans.

Commissioners Bruns and Jackson volunteered to be on the review committee.

5. Consider approving a contract with LHB for a TIF Analysis at the former Ainsworth Site.

A TIF analysis is needed at the former Ainsworth site for Abor Wood Community Development contacted LHB and they gave him a rough estimate of around \$6000 for the project.

Motion by Commissioner Hodnik, second by Commissioner Bruns to approve a contract with LHB for a TIF Analysis at the former Ainsworth Site not to exceed \$7,500. The following voted in favor thereof: Hodnik, Bruns, Connelly, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

UPDATES

ASV- Their project is moving forward and they have applied for Tax Abatement.

ADJOURN

Their being no further business the meeting adjourned at 4:25 p.m.

MEMBERS & TERMS

Rick Blake - 12/31/2022 (with Council term)

Tasha Connelly - 12/31/2022 (with Council term)

Cory Jackson - 3/1/23

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, September 22, 2022
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, September 22, 2022 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

APPROVE MINUTES

1. Consider approval of minutes from the September 8th, 2022 regular meeting.

Motion by Commissioner Connelly, second by Commissioner Bruns to approve the minutes of the September 8th, 2022 regular meeting. The following voted in favor thereof: Korte, Jackson, S. Blake, Connelly, Bruns. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$164,030.82.

Motion by Commissioner Jackson, second by Commissioner Connelly to approve the claims in the amount of \$164,030.82. The following voted in favor thereof: Bruns, Connelly, S. Blake, Jackson, Korte. Opposed: None, passed unanimously.

BUSINESS

3. Consider adoption of a resolution approving a second amendment to a Preliminary Development Agreement with Cambium Development, LLC.

Commissioner Rick Blake joined the meeting at 4:07 p.m.

On March 10, 2022 GREDA approved an amendment which assigned the rights under the agreement to a newly formed entity, Cambium Development, LLC and extended the term of the Agreement by 180 days. The term of the first amendment has expired and progress toward the project is continuing, Cambium has requested an additional 180 day extension to the agreement.

Motion by Commissioner Connelly, second by Commissioner Korte to adopt a resolution approving a second amendment to a Preliminary Development Agreement with Cambium

Development, LLC. The following voted in favor thereof: Connelly, Jackson, Korte, R. Blake. Opposed: None, Commissioners Bruns and S. Blake abstained, motion passed.

- 4. Consider approving a subordination agreement with Deerwood Bank for a Commercial Building Improvement Loan provided to Bob and Lory Warren dba Rapids Printing for improvements to 415 S. Pokegama Avenue.

On September 23, 2021, GREDA approved a Commercial Building Improvement Loan of \$40,000 to Bob and Lory Warren dba Rapids Printing for improvement to their property located at 415 S Pokegama Avenue. They are now working on the second phase of improvements to this property and have secured financing through Deerwood Bank. Deerwood also financed the first phase and the Warrens are requesting the combined Deerwood debt remain in first position. Commissioners Jackson and Bruns are on the Loan Review Committee and have recommended approval of a subordination agreement.

Motion by Commissioner Bruns, second by Commissioner Korte to approve a subordination agreement with Deerwood Bank for a Commercial Building Improvement Loan provided to Bob and Lory Warren dba Rapids Printing for improvements to 415 S. Pokegama Avenue. The following voted in favor thereof: R. Blake, Korte, Jackson, S. Blake, Connelly, Bruns. Opposed: None, passed unanimously.

UPDATES

- 5. Voyageur Capital Group TIF Inspection

The proposal for the TIF Inspection came in at \$5,900.00. Mr. Mattei met the inspector at the site this Tuesday and is expecting to have a report in the next couple of weeks.

ADJOURN

MEMBERS & TERMS

- Rick Blake - 12/31/2022 (with Council term)
- Tasha Connelly - 12/31/2022 (with Council term)
- Cory Jackson - 3/1/23
- Mike Korte - 3/1/24
- Wayne Bruns - 3/1/25
- Sholom Blake - 3/1/25
- Al Hodnik - 3/1/27



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 24, 2022

AGENDA ITEM: Consider adopting a resolution approving Amendment 1 to MNDOT Agreement 1050627A01, CP 2022-1, TH 2 Lighting Project.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The amendment revises Schedule 1 in accordance with the bid prices. It also changes the share of the construction engineering from 8% to 6% by the state due to construction surveying being included in the bid.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving Amendment 1 to MNDOT Agreement 1050627A01, CP 2022-1, TH 2 Lighting Project.

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

RESOLUTION NO. 22-

A RESOLUTION AMENDING GRANT 1050627A01 FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR CP 2022-1, TRUNK HIGHWAY 2 LIGHTING PROJECT

WHEREAS, Resolution 22-57 accepted MNDOT Grant Agreement 1050627A01 for CP 2022-1, Trunk Highway 2 Lighting Project; and

WHEREAS, there has been an amendment to MNDOT Grant Agreement 1050627A01 for CP 2022-1, Trunk Highway 2 Lighting Project, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes amending Grant Agreement 1050627A01 from the Minnesota Department of Transportation for CP 2022-1, Trunk Highway 2 Lighting Project and furthermore authorizes the Mayor to execute any amendments to the agreement.

Adopted this 24th day of October, 2022.

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF GRAND RAPIDS
AMENDMENT NO. 1**

State Project Number (S.P.):	<u>3103-70</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>2=008</u>	<u>\$500,000.00</u>
State Aid Project Number (S.A.P.):	<u>129-010-005</u>	Amended Amount Encumbered
City Project Number (C.P.):	<u>2022-1</u>	<u>\$0.00</u>
Lighting System Feed Points:	<u>A, B</u>	Total Obligation
		<u>\$500,000.00</u>

This Amendment is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Grand Rapids, acting through its City Council ("City").

Recitals

1. The State has a contract with the City identified as MnDOT Contract No. 1050627 ("Original Contract") to provide payment by the State to the City for the State's share of the costs of the lighting and concrete sidewalk construction and other associated construction upon, along, and adjacent to Trunk Highway No. 2 from 12th Avenue Northwest to 3rd Avenue Northwest under State Project No. 3103-70 (T.H. 2=008); and
2. This Agreement is amended to adjust the Construction Engineering percentage to be paid to the City; and
3. The State and the City are willing to amend the Original Contract as stated below.

Contract Amendment

The City must not begin work under this contract until this contract is fully executed and the City has been notified by the State's Authorized Representative to begin the work.

In this Amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 1.5 is amended as follows:

- 1.5. **Exhibits.** ~~Preliminary~~ Revised Schedule "I" is attached and incorporated into this Agreement.

REVISION 2. Articles 6.1 through 6.3 are amended as follows:

- 6.1. **Schedule "I".** The ~~Preliminary~~ Revised Schedule "I" includes all anticipated State participation construction items and the construction engineering cost share covered under this Agreement.
- 6.2. **State Participation Construction.** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for mobilization and traffic control.
 - A. 100 Percent will be the State's rate of cost participation in all of the lighting and sidewalk construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the ~~Preliminary~~ Revised Schedule "I".
 - B. 100 Percent will be the State's rate of cost participation in all of the Add Alternate No. 1 construction, ~~if the City includes said construction in the Project.~~ The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the ~~Preliminary~~ Revised Schedule "I".

6.3. Construction Engineering Costs. The State will pay a construction engineering charge equal to ~~8~~ 6 percent of the total State participation construction covered under this Agreement.

REVISION 3. Articles 7.1 and 7.2 are amended as follows:

7.1. State Cost. \$500,000.00 is the State's estimated share of the costs of the contract construction which includes the construction engineering cost share and a contingency amount as shown in the ~~Preliminary Revised Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the City's award of the construction contract and, if so, prepare a.~~ The Revised Schedule "I" is based on estimated quantities and construction contract unit prices, and may include any credits or lump sum costs. ~~which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.~~ The contingency amount is provided to cover ~~the cost difference between the Preliminary Schedule "I" and the Revised Schedule "I",~~ overruns of the plans estimated quantities of State participation construction, and State approved additional construction including construction engineering costs.

7.2. Conditions of Payment. The State will pay the City the State's total estimated construction cost share, which does not include the construction engineering cost share or the contingency amount, as shown in the Revised Schedule "I", after the following conditions have been met:

- A.** Encumbrance by the State of the State's total estimated construction cost share, the construction engineering cost share, and the contingency amount, as shown in the Revised Schedule "I".
- B.** Execution of this ~~Agreement~~ Amendment and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
- C.** The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000644697

CITY OF GRAND RAPIDS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

REVISED SCHEDULE "I"
Agreement No. 1050627A01
City of Grand Rapids

S.P. 3103-70 (T.H. 2=008) Preliminary: June 1, 2022
 State Funds Revised: October 6, 2022

Remove concrete sidewalk, remove lighting unit, remove lighting foundation, 4-inch concrete walk, lighting units, 2-inch non-metallic conduit (directional bore), and site restoration construction performed under City contract with Neo Electrical Solutions located on T.H. 2 from 12th Ave. NW to 3rd Ave. NW

STATE COST PARTICIPATION	
Work Items (From Sheet No. 2)	348,052.40
Add Alternate No. 1 (From Sheet No. 3)	6,406.25
(1) Subtotal	\$354,458.65
Construction Engineering (6%)	21,267.52
Subtotal	\$375,726.17
(2) Contingency Amount	124,273.83
(3) Encumbered Amount	\$500,000.00

(1) Amount of advance payment as described in Article 7 of the Agreement
 (2) For the State's use only as described in Article 7.1 of the Agreement
 (3) State funds capped at \$500,000.00

ITEM NUMBER	S.P. 3103-70 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	AS BUILT	LUMP SUM	1.00	3,150.00	3,150.00
2011.601	CONSTRUCTION SURVEYING	LUMP SUM	1.00	3,360.00	3,360.00
2021.501	MOBILIZATION	LUMP SUM	1.00	10,000.00	10,000.00
2104.502	REMOVE LIGHT FOUNDATION	EACH	27.00	500.00	13,500.00
2104.502	REMOVE LIGHTING UNIT	EACH	26.00	300.00	7,800.00
2104.502	REMOVE SERVICE EQUIPMENT	EACH	2.00	300.00	600.00
2104.502	REMOVE SIGN	EACH	1.00	275.00	275.00
2104.502	REMOVE SIGN PANEL	EACH	6.00	55.00	330.00
2104.503	REMOVE OVERHEAD CABLE	LIN FT	1,180.00	1.00	1,180.00
2104.503	REMOVE UNDERGROUND WIRE	LIN FT	3,275.00	1.00	3,275.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	20.00	6.30	126.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	529.00	6.30	3,332.70
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	6.00	47.25	283.50
2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	1,998.00	3.45	6,893.10
2105.607	COMMON EXCAVATION	CU YD	25.00	185.00	4,625.00
2211.607	AGGREGATE BASE (CV) CLASS 5	CU YD	24.00	210.00	5,040.00
2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	6.00	260.00	1,560.00
2521.618	4" CONCRETE WALK	SQ FT	1,998.00	21.00	41,958.00
2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	18.00	1,125.00	20,250.00
2545.502	LIGHTING UNIT TYPE SPECIAL 1	EACH	8.00	5,778.00	46,224.00
2545.502	LIGHTING UNIT TYPE SPECIAL 2	EACH	10.00	6,000.00	60,000.00
2545.502	SERVICE CABINET	EACH	1.00	7,300.00	7,300.00
2545.502	EQUIPMENT PAD	EACH	1.00	1,850.00	1,850.00
2545.503	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	4,925.00	13.00	64,025.00
2545.503	UNDERGROUND WIRE 1/C 2 AWG	LIN FT	300.00	4.30	1,290.00
2545.503	UNDERGROUND WIRE 1/C 6 AWG	LIN FT	10,250.00	1.25	12,812.50
2545.503	UNDERGROUND WIRE 1/C 8 AWG	LIN FT	5,125.00	1.00	5,125.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	8,400.00	8,400.00
2564.618	SIGN	SQ FT	11.00	191.00	2,101.00
2564.618	SIGN PANEL	SQ FT	12.44	215.00	2,674.60
2575.602	SITE RESTORATION	EACH	36.00	242.00	8,712.00
				TOTAL	\$348,052.40
(1) 100% STATE			\$348,052.40	State Funds capped at \$500,000.00	

(2) 100% STATE

1050627A Item 4.

ITEM NUMBER	S.P. 3103-70 ADD ALTERNATE NO. 1 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2545.503	UNDERGROUND WIRE 1/C 6 AWG	LIN FT	5,125.00	1.25	6,406.25
				TOTAL	\$6,406.25
(2) 100% STATE			\$6,406.25	State Funds capped at \$500.000.00	

RESOLUTION

IT IS RESOLVED that the City of Grand Rapids enter into MnDOT Agreement No. 1050627A01 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the lighting and concrete sidewalk construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 12th Avenue Northwest to 3rd Avenue Northwest within the corporate City limits under State Project No. 3103-70.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Grand Rapids at an authorized meeting held on the _____ day of _____, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2022

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 24, 2022

AGENDA ITEM: Consider approving Sale of Miscellaneous Golf Course Assets.

PREPARED BY: Bob Cahill

BACKGROUND:

Pokegama golf course had a variety of miscellaneous, no longer used assets to dispose of. Rather than pay fees to the landfill we decided to recycle these items through the use of Lefty's auction service and realize a small revenue gain. The auctions took place in early July. The attached pdf details the items that were sold and the bottom line value the golf course realized.

1. Prep refrigeration unit
2. Jacobson 590 Aerifier
3. Four different sets of lawn tables and chairs
4. Five mesh garbage cans
5. Huge pile of pallets
6. Large pull behind/ride roller

REQUESTED COUNCIL ACTION:

Make a motion to approve the sale of miscellaneous golf course Assets. All of the Assets listed in the PDF were of no use or value to Pokegama Golf Course. Proceeds from the Lefty's Auctions were \$191.84. Funds will be added to the Cash fund for the golf course.

Laura L. Pfeifer

From: Shannon Rajala <shannon@rentatentandparty.com>
Sent: Tuesday, September 27, 2022 11:23 AM
To: Laura L. Pfeifer
Subject: AUCTION SETTLEMENT

Settlement Form

POKEGAMA GC-CAHILL

Auction #177

Total Gross Sales	426.06
Commission Fees	(121.72)
Total	304.34
15 lots x \$2.50/lot	(37.50)
Total	266.84
Additional Expenses: Auction Origination Fee	(5.00)
Off Site Set up fees: 2 hrs @ \$35/hr =	(70.00)
Total payout for Auction	\$ 191.84

Shannon Rajala
Event/Rental Manager
Lefty's Tent and Party Rental
K-Bid Online Auctions
4542 E. US Hwy 169
Bovey, MN 55709
p(218)245-1387
f(218)245-1212
www.rentatentandparty.com

Johnson, Nicholas

200 Main St W
Manakto, MN, 56001

507-995-6976 / --

jpeternicholas@hotmail.com



Bidder #40 Item 5.



LEFTY'S ON LINE AUCTION 177 (#43732)

This sale is contracted and managed by:
Lefty's Online Auctions
Contact them at: 218-245-1387

Items are located at: Closed: 06/30/2022 07:00 pm

4542 E. US HWY 169, Bovey MN 55709
Removal Schedule:
Tue, Jul 05, 2022 10:00 am - 04:00 pm
Wed, Jul 06, 2022 10:00 am - 04:00 pm

Cash

Credit Card

Check

Check Number

Item	Description	Qty	Price	Ext
A1	[ASCEND COMMERCIAL PREP REFRIGERATION UNIT] THIS ITEM IS AT AN OFF SITE LOCATION. POKEGAMA GOLF COURSE IN GRAND RAPIDS. BRING HELP TO LOAD. ITEM MUST BE PAID FOR AT LEFTYS BEFORE PICK UP. ASCEND COMMERCIAL NSF PREP REFRIGERATION UNIT / PREP TABLE. HAS A THERMOSTAT ISSUE. OTHERWISE IN VERY GOOD CONDITION. 72" X 30" MODEL: JSP - 7218 SERIAL: SP72-0911-01971/2 HP COMPRESSOR REFRIDGERANT R-134a ELECTRIC 1150 / 60HZ / SINGLE PHASE / AMPS 9.1 SEE PHOTOS FOR MORE DETAIL.	1	\$ 81.00	\$ 81.00

Bid Total: \$81.00

BP: \$10.53

Purchase Price: \$91.53

Other Fees: \$0.00

Subtotal Pre-Tax: \$91.53

Sales Taxes: \$6.29

Total: \$97.82

Bob 218-398-5210

wed 10-11

Might be interested in Bev. Cooler

Picked up



Parenteau, Bruce

1755 Highway 5
Hibbing, MN, 55746
218-929-3165 / --
charpar3@gmail.com



Bidder #36 Item 5.



LEFTY'S ON LINE AUCTION 177 (#43732)

This sale is contracted and managed by:
Lefty's Online Auctions
Contact them at: 218-245-1387

Items are located at: Closed: 06/30/2022 07:00 pm

4542 E. US HWY 169, Bovey MN 55709

Removal Schedule:

Tue, Jul 05, 2022 10:00 am - 04:00 pm

Wed, Jul 06, 2022 10:00 am - 04:00 pm

Cash

Credit Card

Check

Check Number _____

Item	Description	Qty	Price	Ext
A4	[JACOBSON 590 AERIFIER] THIS ITEM IS AT AN OFF SITE LOCATION. POKEGAMA GOLF COURSE IN GRAND RAPIDS. BRING HELP TO LOAD. ITEM MUST BE PAID FOR AT LEFTYS BEFORE PICK UP. JACOBSON 590 HEAVY DUTY GRASS AERIFIER. PULL BEHIND. HAS LOTS OF GOOD USE LEFT IN IT. SEE PHOTOS FOR MORE DETAIL.	1	\$ 76.00	\$ 76.00

Bid Total: \$76.00

BP: \$9

Purchase Price: \$85.88

Other Fees: \$0.00

Subtotal Pre-Tax: \$85.88

Sales Taxes: \$5.90

Total: \$91.78

Bob. 218-398-5210

218-263-4527

Picked up



Jinks, Daniel
 47325 Bowstring C
 Deer River, MN, 56636
 218-259-9150 /--
 biggun8877@msn.com



Bidder #27 Item 5.

0 00001 10601 5

LEFTY'S ON LINE AUCTION 177 (#43732)

This sale is contracted and managed by:
Lefty's Online Auctions
 Contact them at: 218-245-1387

Items are located at: Closed: 06/30/2022 07:00 pm

4542 E. US HWY 169, Bovey MN 55709

Removal Schedule:

Tue, Jul 05, 2022 10:00 am - 04:00 pm

Wed, Jul 06, 2022 10:00 am - 04:00 pm

Cash Credit Card
 Check _____
Check Number

Item	Description	Qty	Price	Ext
A6	[LAWN TABLE AND CHAIR SET] THIS ITEM IS AT AN OFF SITE LOCATION. POKEGAMA GOLF COURSE IN GRAND RAPIDS.BRING HELP TO LOAD. ITEM MUST BE PAID FOR AT LEFTYS BEFORE PICK UP.THIS LOT IS 2 OF 3 SETS OF LAWN FURNITURE.ALL ARE IN SIMILAR GOOD, SOLID CONDITION. 76 1/4" LONG ALL PIECES ARE ATTACHED.STURDY WOODEN CHAIRS WITH WOOD TOPPED TABLE.FRAMES ARE 1 1/4" METAL PIPE.THIS TABLE CHAIR SET WOULD BE A WONDERFUL ADDITIONTO A LAKE CABIN, OR ANYWHERE YOU JUST WANNA SIT AND ENJOY THE SUNSHINE.ALL YOU NEED IS A LITTLE PAINT OR STAIN AND THEY ARE GOOD TO GO. (MOST PHOTOS) IN LOT 5A FOR MORE DETAIL.FIRST TO PICK UP GETS FIRST CHOICE ON LOTS A5-A7	1	\$ 20.00	✓ \$ 20.00
A7	[LAWN TABLE AND CHAIR SET] THIS ITEM IS AT AN OFF SITE LOCATION. POKEGAMA GOLF COURSE IN GRAND RAPIDS.BRING HELP TO LOAD. ITEM MUST BE PAID FOR AT LEFTYS BEFORE PICK UP.THIS LOT IS 3 OF 3 SETS OF LAWN FURNITURE.ALL ARE IN SIMILAR GOOD, SOLID CONDITION. 76 1/4" LONG ALL PIECES ARE ATTACHED.STURDY WOODEN CHAIRS WITH WOOD TOPPED TABLE.FRAMES ARE 1 1/4" METAL PIPE.THIS TABLE CHAIR SET WOULD BE A WONDERFUL ADDITIONTO A LAKE CABIN, OR ANYWHERE YOU JUST WANNA SIT AND ENJOY THE SUNSHINE.ALL YOU NEED IS A LITTLE PAINT OR STAIN AND THEY ARE GOOD TO GO. (MOST PHOTOS) IN LOT 5A FOR MORE DETAIL.FIRST TO PICK UP GETS FIRST CHOICE ON LOTS A5-A7	1	\$ 11.00	✓ \$ 11.00 <i>X 2</i> <i>22.00</i>
A8	[LAWN TABLE AND CHAIR SET NEEDS A LITTLE TLC] THIS ITEM IS AT AN OFF SITE LOCATION. POKEGAMA GOLF COURSE IN GRAND RAPIDS.BRING HELP TO LOAD. ITEM MUST BE PAID FOR AT LEFTYS BEFORE PICK UP.76 1/4" LONG ALL PIECES ARE ATTACHED.WOODEN CHAIRS WITH WOOD TOPPED TABLE.AT LEAST 1 OF THE CHAIRS NEEDS THE BACK REATTACHED,TABLE HAS A DIP IN IT. (NEW WOOD? OR SUPPORT FROM UNDERNEITH?)FRAME IS 1 1/4" METAL PIPE.WITH A LITTLE BIT OF FIXING THIS TABLE CHAIR SET WOULD BE A WONDERFUL ADDITIONTO A LAKE CABIN, OR ANYWHERE YOU JUST WANNA SIT AND ENJOY THE SUNSHINE.SEE PHOTOS FOR MORE DETAIL.	1	\$ 5.00	✓ \$ 5.00
39	[GORGEOUS DRESSER WITH TILTING MIRROR] GORGEOUS ANTIQUE / VINTAGE DRESSER WITH TILTING MIRROR.4 DRAWERS, LOOKS LIKE COPPER HANDLES? NO SKELETON KEY, BUT EACH DRAWER HAS A LOCK.ETCHED FLOWERS ON WOOD.DRESSER WITHOUT MIRROR IS 33" X 19" X 41.5" MIRROR	1	\$ 150.00	\$ 150.00



Heine, LP

10525 Wawina Rd C
Floodwood, MN, 55736
218-461-6687 / 218-488-6518
wawinaroni@gmail.com



Bidder #36 Item 5.



LEFTY'S ON LINE AUCTION 177 (#43732)

This sale is contracted and managed by:
Lefty's Online Auctions
Contact them at: 218-245-1387

Items are located at: Closed: 06/30/2022 07:00 pm

4542 E. US HWY 169, Bovey MN 55709
Removal Schedule:

Tue, Jul 05, 2022 10:00 am - 04:00 pm
Wed, Jul 06, 2022 10:00 am - 04:00 pm

Cash Credit Card
 Check _____
Check Number

Item	Description	Qty	Price	Ext
A10	[METAL MESH GARBAGE CANS] THIS ITEM IS AT AN OFF SITE LOCATION. POKEGAMA GOLF COURSE IN GRAND RAPIDS.BRING HELP TO LOAD. ITEM MUST BE PAID FOR AT LEFTYS BEFORE PICK UP.3 RED, METAL MESH GARBAGE CANS.2 LARGE, 1 SMALL. SEMI ROUNDED BOTTOM.GREAT FOR OUTDOOR USE.SEE PHOTOS FOR MORE DETAIL.	1	\$ 12.00	✓ \$ 12.00
A11	[METAL MESH GARBAGE CANS] THIS ITEM IS AT AN OFF SITE LOCATION. POKEGAMA GOLF COURSE IN GRAND RAPIDS.BRING HELP TO LOAD. ITEM MUST BE PAID FOR AT LEFTYS BEFORE PICK UP.3 METAL MESH GARBAGE CANS.2 GREEN LARGE, 1 RED SMALL. SEMI ROUNDED BOTTOM.GREAT FOR OUTDOOR USE.SEE PHOTOS FOR MORE DETAIL.	1	\$ 13.02	✓ \$ 13.02
A13	[METAL MESH GARBAGE CANS] THIS ITEM IS AT AN OFF SITE LOCATION. POKEGAMA GOLF COURSE IN GRAND RAPIDS.BRING HELP TO LOAD. ITEM MUST BE PAID FOR AT LEFTYS BEFORE PICK UP.3 METAL MESH GARBAGE CANS.2 GREEN LARGE, 1 RED SMALL. SEMI ROUNDED BOTTOM.GREAT FOR OUTDOOR USE.SEE PHOTOS FOR MORE DETAIL.	1	\$ 15.00	✓ \$ 15.00
A9	[METAL MESH GARBAGE CANS] THIS ITEM IS AT AN OFF SITE LOCATION. POKEGAMA GOLF COURSE IN GRAND RAPIDS.BRING HELP TO LOAD. ITEM MUST BE PAID FOR AT LEFTYS BEFORE PICK UP.3 METAL MESH GARBAGE CANS.1 RED LARGE, 2 RED SMALL. SEMI ROUNDED BOTTOM.GREAT FOR OUTDOOR USE.SEE PHOTOS FOR MORE DETAIL.	1	\$ 14.01	✓ \$ 14.01
63	[WATTMETER] UNIVERSAL ENTERPRISES VOLT/AMP/WATTMETERMODEL: MVW3PLASTIC CARRYING CASE, INSTRUCTION BOOKLET.LOOKS TO BE IN EXCELLENT CONDITION.UNTESTED.SEE PHOTOS FOR MORE DETAIL.	1	\$ 5.00	\$ 5.00
64	[VINTAGE SIMPSON 255] VINTAGE SIMPSON 255VOLT- OHM-MILLIAMMETERMADE IN USA BY SIMPSON ELECTRIC CO.COMES WITH LEATHER CASE.SEE PHOTOS FOR MORE DETAIL.	1	\$ 5.00	\$ 5.00
72	[3 ELECTRICAL TESTING INSTRUMENTS] 3 ELECTRICAL TESTING INSTRUMENTSMCP4 IN CASE, 2 M-110'S ONE WITH PROBES, ONE WITHOUT.NOT TESTED.SEE PHOTOS.	1	\$ 5.00	\$ 5.00
82	[2 BUNDLES OF LARGE BELTS] 2 BUNDLES OF LARGE BELTSTHE NUMBERS NOTED ARE:DUNLOP 1700H150AND 1000H2100SEE PHOTOS FOR MORE DETAIL.	1	\$ 5.00	\$ 5.00
83	[METAL GARBAGE CAN FULL OF BELTS] METAL GARBAGE CAN FULL OF	1	\$ 6.00	\$ 6.00



STOCKEY, MARIA

306 SKIVIEW AVE
COLERAINE, MN, 55722
218-256-0190 / --
MSTOCKEY@HOTMAIL.COM



Bidder #3555

Item 5.



LEFTY'S ON LINE AUCTION 177 (#43732)

This sale is contracted and managed by:
Lefty's Online Auctions
Contact them at: 218-245-1387

Items are located at: Closed: 06/30/2022 07:00 pm

4542 E. US HWY 169, Bovey MN 55709

Removal Schedule:

Tue, Jul 05, 2022 10:00 am - 04:00 pm

Wed, Jul 06, 2022 10:00 am - 04:00 pm

PAID

Paid - Card on File - 07/01/2022 08:35 am

Item	Description	Qty	Price	Ext
A12	[METAL MESH GARBAGE CANS] THIS ITEM IS AT AN OFF SITE LOCATION. POKEGAMA GOLF COURSE IN GRAND RAPIDS.BRING HELP TO LOAD. ITEM MUST BE PAID FOR AT LEFTYS BEFORE PICK UP.3 METAL MESH GARBAGE CANS.2 GREEN LARGE, 1 RED SMALL. SEMI ROUNDED BOTTOM.GREAT FOR OUTDOOR USE.SEE PHOTOS FOR MORE DETAIL.	1	\$ 10.03	\$ 10.03

Bid Total:	\$10.03
BP:	\$1.30
Purchase Price:	\$11.33
Other Fees:	\$0.00
Subtotal Pre-Tax:	\$11.33
Sales Taxes:	\$0.78
Total:	\$12.11



RD NUMBER BEFORE WE CAN BEGIN THE SHIPPING PROCESS, PLEASE CONTACT LEFTY'S ASAP AFTER AUCTION

Troumbly, David

752 Nick Lane
Bovey, MN, 55709
218-259-8249
tbi77@msn.com



Bidder #39 Item 5.



LEFTY'S ON LINE AUCTION 177 (#43732)

This sale is contracted and managed by:
Lefty's Online Auctions
Contact them at: 218-245-1387

Items are located at: Closed: 06/30/2022 07:00 pm

4542 E. US HWY 169, Bovey MN 55709

Removal Schedule:

Tue, Jul 05, 2022 10:00 am - 04:00 pm

Wed, Jul 06, 2022 10:00 am - 04:00 pm

Cash Credit Card
 Check _____
 Check Number

Item	Description	Qty	Price	Ext
A14	[HUGE LOT OF PALLETS.] THIS ITEM IS AT AN OFF SITE LOCATION. POKEGAMA GOLF COURSE IN GRAND RAPIDS. BRING HFLP TO LOAD. ITEM MUST BE PAID FOR AT LEFTYS BEFORE PICK UP. HUGE LOT OF PALLETS. 10 NEWER LIGHTER WOOD / 12 WITH A MORE WEATHERED LOOK. 1 LONG OVERSIZED PALLET WITH A COVER. SEE PHOTOS FOR MORE DETAILS.	1	\$ 41.00	\$ 41.00
1A	[2005 CHEVY IMPALA] VEHICLES SOLD BY LEFTY'S ARE SOLD AS IS, AND ALL SALES ARE FINAL. WE URGE YOU TO PLEASE COME AND TEST DRIVE THE VEHICLE YOURSELF. WE DO NOT OWN THESE VEHICLES; WE DO NOT DRIVE THESE VEHICLES. DUE TO A NON PAYING BIDDER THIS CAR IS BACK UP FOR BIDS. OWNER STATES THAT HE DROVE THIS VEHICLE REGULARLY UP UNTIL THE BREAKS STARTED GOING SOFT. HE ALSO DROVE IT HERE. 2005 CHEVROLET IMPALA WAS A COUNTY PROBATION OFFICE CAR. MILES: 178700 LICENSE: EKD 783 PLATES EXPIRE MAY 22 VIN: 2G1WF52E79209059 INTERIOR IS IN GREAT CONDITION, NO RIPS OR HOLES. CARPET HAS DIRT FROM USE. RIADO, HEAT, WORK. AIR DOES NOT WORK. PASSENGER WIPER NOT WORKING, BREAKS ARE LEAKING, AND WILL NEED WORK. AND A GOOD TUNE UP. LOW ON FLUIDS. WILL NEED A GOOD TUNE UP. HASN'T BEEN DRIVEN LATELY. TIRES HAVE GOOD TREAD. EASY START IN WINTER EVEN BELOW 0. HAS BEEN A DEPENDABLE CAR FOR SELLER. THERE IS RUST ALONG DOOR PANELS, AND EDGES OF BOTH SIDES. SEE PHOTOS FOR MORE DETAILS, OR STOP IN AND CHECK IT OUT. MILES: 178700 LICENSE: EKD 783 PLATES EXPIRE MAY 22 VIN: 2G1WF52E759209059 Manufacturer Name GENERAL MOTORS LLC Model Impala Model Year 2005 Plant City OSHAWA #1 Vehicle Type PASSENGER CAR Plant Country CANADA Plant Company Name NA-GM Corp Plant State ONTARIO Body Class Sedan/Saloon Doors 4 Windows 4 Engine Number of Cylinders 6 Displacement (CC) 3400.0 Displacement (CI) 207.48072992208 Displacement (L) 3.4 Engine Model LA1 Fuel Type - Primary Gasoline Engine Configuration V-Shaped Cooling Type Water Engine Manufacturer LAN Seat Belt Type Manual Front Air Bag Locations 1st Row (Driver and Passenger) ***Fees listed are subject to change The winning bidder of this lot MUST complete and submit the "Vehicle Registration Form" (found on bidder Dashboard/Invoices) by NOON the day following the auction close. ***Removal date(s) & times for this lot must be adhered to due to title paperwork.	1	*-\$ 475.00	*-\$ 475.00

Additional Fees



ARD NUMBER BEFORE WE CAN BEGIN THE SHIPPING PROCESS, PLEASE CONTACT LEFTY'S ASAP AFTER AUCTION

Ralston, Roger

1115 NW 4th Ave
Grand Rapids, MN, 55744
218-326-1396 / 218-256-6166
Ralston@paulbunyan.net



Bidder #18 Item 5.



LEFTY'S ON LINE AUCTION 177 (#43732)

This sale is contracted and managed by:
Lefty's Online Auctions
Contact them at: 218-245-1387

Items are located at: Closed: 06/30/2022 07:00 pm

4542 E. US HWY 169, Bovey MN 55709

Removal Schedule:

Tue, Jul 05, 2022 10:00 am - 04:00 pm

Wed, Jul 06, 2022 10:00 am - 04:00 pm

Cash Credit Card
 Check _____
 Check Number

Item	Description	Qty	Price	Ext
A15	[LARGE PULL BEHIND / RIDE ROLLER] THIS ITEM IS AT AN OFF SITE LOCATION. POKEGAMA GOLF COURSE IN GRAND RAPIDS.BRING HELP TO LOAD. ITEM MUST BE PAID FOR AT LEFTYS BEFORE PICK UP.LARGE HEAVY PULL BEHIND AND RIDE ON ROLLER.ROLLER IS 42" WIDE AND 2' ROUND.	1	\$ 117.00	\$ 117.00
8	[LARGE BOAT LIFT WINCH] LARGE BOAT LIFT WINCH CASEDOES NOT HAVE CABLES. WILL NEED WORK .SEE PHOTOS FOR MORE DETAIL.	1	\$ 5.00	\$ 5.00
12	[GARDEN HOSE] AT LEAST 2 LONG GARDEN HOSES. CONNECTED TOGETHER.NICE THICK, HEAVY DUTY LOOKING.SEE PHOTOS FOR MORE DETAIL.	1	\$ 5.00	\$ 5.00
13	[PROPANE TURKEY FRYER / FISH FRYER BASE] PROPANE TURKEY FRYER / FISH FRYER BASE VERY STURDY AND HEAVY DUTY.SEE PHOTOS FOR MORE DETAIL.	1	\$ 5.00	\$ 5.00

Bid Total:	\$132.00
BP:	\$17.16
Purchase Price:	\$149.16
Other Fees:	\$0.00
Subtotal Pre-Tax:	\$149.16
Sales Taxes:	\$10.25
Total:	\$159.41





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10/24/2022

AGENDA ITEM: Consider adopting a Resolution to accept \$150 donation from Northern Lights Ice LLC, dba Kona Ice of Itasca County to the City of Grand Rapids Fire Department Open House

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

Kona Ice has made a donation of \$150 to the grand Rapids Fire Department.

REQUESTED COUNCIL ACTION:

Make a motion to adopting a resolution to accept a donation of \$150 from Northern Lights Ice LLC, dba Kona Ice of Itasca County to the City of Grand Rapids Fire Department.

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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A DONATION OF \$150 FROM
NORTHERN LIGHTS ICE LLC, dba KONA ICE OF ITASCA COUNTY TO THE
CITY OF GRAND RAPIDS' FIRE DEPARTMENT OPEN HOUSE

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

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

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

- Northern Lights Ice LLC dba Kona Ice of Itasca County donated \$150 to the City of Grand Rapids' Fire Department Open House held October 11, 2022

Adopted this 24th day of October, 2022

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10/24/2022

AGENDA ITEM: Consider adopting a resolution accepting a \$9,300 grant from the Minnesota Board of Firefighter Training and Education for the Grand Rapids Fire Department.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

The Minnesota Board of Firefighter Training and Education (MBFTE) has awarded the Grand Rapids Fire Department, under Round 15 (FY23) training reimbursement program, \$9,300. This training reimbursement award is for MBFTE approved training conducted between July 1, 2022 and June 30, 2023.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting the \$9,300 from the Minnesota Board of Firefighter Training and Education for the Grand Rapids Fire Department.

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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A \$9,300.00 GRANT FROM THE MINNESOTA BOARD OF FIREFIGHTER TRAINING and EDUCATION (MBFTE) FOR THE GRAND RAPIDS FIRE DEPARTMENT TRAINING PROGRAM

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

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

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

- The Minnesota Board of Firefighter Training & Education has granted the Grand Rapids Fire Department a \$9,300.00 Round 15 Training Reimbursement Grant for the period July 1, 2022 through June 30, 2023.

Adopted this 24th day of October, 2022.

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



MINNESOTA BOARD OF FIREFIGHTER TRAINING AND EDUCATION

445 MINNESOTA ST., SUITE 146

SAINT PAUL, MN 55101

TELEPHONE: 651-201-7257 FAX: 651-215-0525

EMAIL: FIRE-TRAINING.BOARD@STATE.MN.US

WEBSITE: WWW.MBFTE.ORG

GRAND RAPIDS FIRE DEPARTMENT
104 SE 11th Street
GRAND RAPIDS, MN 55744

October 06, 2022

The Minnesota Board of Firefighter Training and Education (MBFTE) is pleased to notify you that your fire department has been awarded, under the Round 15 (FY2023) training reimbursement program, the amount of \$9,300.00. This training reimbursement award is for MBFTE approved training conducted between July 01, 2022 and June 30, 2023 (see the approved reimbursable classes list at www.mbfte.org). Award funds MUST be spent on the approved MBFTE list of classes.

The Round 15 training reimbursement program is based on a “per firefighter” amount for all fire departments in Minnesota. The MBFTE had requested current rosters and the number of firefighters on departments throughout the state. Your Round 15 reimbursement was based on the reported “number of firefighters” in your department multiplied by the “per firefighter” rate of 300.00 to equal your award. If your department failed to report the number of firefighters to MBFTE, your award amount is 3,000.00.

In order to process your reimbursement award you must:

1. Complete and sign the Request for Reimbursement form on the MBFTE website at <https://www.mbfte.org/ReimbursementForm.aspx> and remit by July 15, 2023. Your fire department is encouraged to send in your Request for Reimbursement Form(s) anytime during the July 01, 2022-June 30, 2023 fiscal year.
2. Attach documentation of training expenses paid. Documentation includes: invoices for training, certifications, books, backfill and overtime costs (if applicable) associated with MBFTE approved training, and payroll records for in-house trainers. **All EMS training which is approved by the EMSRB and is not primarily reimbursed through an EMS Association is eligible for reimbursement with proper documentation.**
3. Mail, fax, email, or upload the Request for Reimbursement Form and supporting documentation, **or have your training provider submit your information to the MBFTE for direct payment to them if your department has an award balance that is equal to or more than the amount of the invoice.**

The funds will be disbursed upon receipt of the signed, completed form, along with the proper supporting documentation. You will not receive a check in the mail; your reimbursement will be electronically deposited into the account that corresponds to the tax identification number provided on the Request for Reimbursement Form.

If you have questions regarding your award, please email me at steve.flaherty@state.mn.us or you may call me at 651-201-7258.

Respectfully,

Steve Flaherty, Executive Director



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 24, 2022

AGENDA ITEM: Consider authorizing a grant application to the FAA Airport Terminal Program

PREPARED BY: Matt Wegwerth

BACKGROUND:

The existing terminal at the GPZ airport is outdated and needs improvements. The grant application would address roof, window and masonry issues, as well as address ADA accessibility. Project would be funded 95% with federal funds.

REQUESTED COUNCIL ACTION:

Make a motion authorizing a grant application to the FAA Airport Terminal Program



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-144, Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0806. Public reporting for this collection of information is estimated to be approximately 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required to obtain or retain a benefit under the Bipartisan Infrastructure Law (BIL) (P.L. 117-58). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Instructions for FAA Form 5100-144, Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

This form is provided to assist airports in completing the submission requirements established in the related Notice of Funding Opportunity published in the Federal Register. The FRN requires requests to be submitted via email. This form lets the FAA process requests more quickly based on uniform information responsive to the FRN. Do not include any Personal Identifiable Information in the open text boxes.

Once the form is complete, save a copy of the form electronically to your files for future reference. Next, scroll to the bottom of the form and choose the “**Submit**” button. That creates a new email message with the PDF attached. Or, as a backup method, you can manually email the form to: 9-ARP-BILAirports@faa.gov.

Using Digital Signatures: This form allows digital signatures. To access the digital signature field, save this form to your computer and then reopen it with a PDF reader or editor. The signature field often does not display when the form is viewed within a web browser.

General Airport Information

Airport Name

Enter the official airport name.

LOCID

Enter the airport's FAA location identifier code.

Point of Contact's Name

The Point of Contact (POC) must be the Airport Sponsor.

Point of Contact's Title

Enter the Airport POC's Title.

POC's Phone Number and Extension

Enter the Airport POC's phone number. The form formats the number when you proceed to the next field.

If there is an extension number, enter it in the next field after the phone number.

POC's Email Address

Enter the Airport POC's email address.

Project Overview

Project Type

Choose the project type (Terminal or Tower).

Multi-Modal Terminal

Choose Yes or No. Choose "Yes" if your project incorporates a connection to another mode of transportation (i.e. Bus or Rail Station).

Current Project Stage

Choose the stage of the project for which you are requesting funding (Planning, Environmental, Design or Construction)

Project Description

In 600 characters less, enter a complete project description.

Target Timeframes

- **Date Project Costs Known.** Enter the month and year that all project costs will be known (e.g. professional services contract, bids or GMP received) (mm/yyyy).
- **Date Grant Fully Executed.** Enter the month, day, and year the sponsor can fully execute the grant offer based on known project costs (mm/dd/yyyy).

- **Construction Start Date.** Enter the construction start date month and year (mm/yyyy).

Project Status

Total (Estimated) Project Cost

Enter most recent cost estimate for the entire project, in whole dollars.

Amount of Funding Requested

Enter amount of funding requested under this program, in whole dollars.

Match Available

Does the Sponsor have matching funds? Choose Yes or No.

Delivery Method

Choose the delivery method (Design/Bid, Design/Build, CM at Risk, Other). If "Other," state the proposed delivery method in the next field.

Bid or Guaranteed Maximum Price (GMP)

Choose whether or not project has been publicly bid. If "No," provide an estimated bid date in the next field.

Phased Project

Choose whether or not the project will be completed over multiple phases. If "Yes," list phase number covered by this application and total number of phases in the next field.

Do you have a comprehensive financial plan?

Choose Yes or No to indicate if a funding plan for the entire project is currently available for FAA review, if requested.

Is the project on an approved Airport Layout Plan (ALP)?

Choose Yes or No. If "Yes," enter the approval date in the next field.

Is environmental determination complete?

Choose Yes or No. If "Yes," enter the approval date in the next field.

Is airspace approval complete?

Choose Yes, No, or N/A (not applicable). If "Yes," enter the airspace case number in the next field.

Forecast Enplanements

Based on your most recently approved forecast, provide the enplanement number from the last year of the forecast and provide forecast year.

Existing Square Footage

Provide square footage of existing terminal building or tower.

Proposed Square Footage

Provide anticipated total square footage of terminal building or tower once project is complete.

Is this project associated with an approved Bipartisan Infrastructure Law (BIL), Airport Improvement Program (AIP) or Passenger Facility Charge (PFC) project?

Choose Yes or No. Choose "Yes" if the project has been or is currently funded by an existing BIL grant, AIP grant or approved under a PFC application. If "Yes," provide existing grant number(s) and/or PFC application number along with the amount of existing funding. (300 Characters Maximum):

Program Considerations

Check all that apply to your proposed terminal building or tower project. If an item is selected, a narrative must be included describing how the project satisfies the criteria. Address the following areas within character limits defined below.

Terminal and Tower**Increase Capacity and Passenger Access**

Check this box if the project will increase capacity and passenger access to the airport. Explain and provide justification in the next field. (450 Characters Maximum).

Replacing Aging Infrastructure

Check this box if the project will replace aging infrastructure that has exceeded its useful life. Explain and provide justification in the next field. (450 Characters Maximum).

Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities

Check this box if the project will expand accessibility for persons with disabilities. Explain and provide justification in the next field. (450 Characters Maximum).

Improves Airport Access for Historically Disadvantaged Populations

Check this box if the project will improve access for Historically Disadvantaged Populations. Explain and provide justification in the next field. (450 Characters Maximum).

Improves Energy Efficiency

Check this box if the project improves energy efficiency for the airport. Explain and provide justification in the next field. (450 Characters Maximum).

Improves Airfield Safety through Terminal or Tower Relocation

Check this box if the project improves airfield safety. Explain and provide justification in the next field. (450 Characters Maximum).

Encourages Actual and Potential Competition

Check this box if the project encourages actual and potential competition. Explain how this objective is met through this project in the next field. (450 Characters Maximum).

Good Paying Jobs

Check this box if the project will create good-paying jobs. Explain and provide justification in the next field. (450 Characters Maximum).

Tower Only

If the project is for a tower, complete this section of the form.

Project Type

Choose “**Contract Tower Program**” for an airport owned tower in the Federal Contract Tower program.

Choose “**Airport Owned, Other**” for an airport-owned tower not in the Federal Contract Tower program. Then **describe** tower staffing (Example: FAA Staffed).

Age of Tower

Enter the age of the tower in years.

Siting Study

Has a Siting Study been completed for the Airport Traffic Control Tower Project? Choose Yes or No.

Appropriate Project Objectives

Choose all that apply.

- **New**
Check this box if the project will construct a new Airport Traffic Control Tower.
- **Relocate**
Check this box if the project will be relocating an existing Airport Traffic Control Tower.
- **Reconstruct**
Check this box if the project will reconstruct a replacement Tower in the approximate same location of the existing Airport Traffic Control Tower.
- **Repair**
Check this box if the project will be a repair of an existing Airport Traffic Control Tower e.g., replace roof, replace cab windows, etc.).

- **Improve**

Check this box if the project will add improvements to an existing Airport Traffic Control Tower (e.g., replacing radios, etc.).

Impact on the National Airspace System (NAS)

Description (600 Characters Maximum)

Describe how the project addresses impacts on the NAS including operational constraints nonstandard facility conditions and age of facility.

Certifications

Signature

Add your digital signature.

Date

If your digital signature does *not* include a date, enter the date you signed the form.

Name

Enter your name.

Title

Enter your title.

Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

General

Airport Name: Grand Rapids - Itasca County Airport
LOCID: GPZ
Point of Contact's Name: Matt Wegwerth, PE
Point of Contact's Title: Public Works Director/City Engineer
POC's Phone Number: 218.326.7625 **Extension:**
POC's Email Address: mwegwerth@ci.grand-rapids.mn.us

Project Overview

Project Type: Terminal Tower
Multi-Modal Terminal: Yes No
Current Project Stage: Planning Environmental Design Construction

Project Description (600 Characters Maximum):
The existing terminal building was constructed in the early 1990's and was used for commercial service operations. In March, 2004, scheduled air service was eliminated at GPZ. A portion of the building was converted to a 9-1-1 dispatch facility. The facility is locked 24 hours a day/seven days a week to unauthorized patrons. The City and County would like to convert the remaining 50% of the building to a facility for the public and pilots to use as a waiting area and pilot briefings lounge. It would include restrooms and be accessible 24/7. There is no facility on site with these options.

Target Timeframes

Date Project Costs Known (mm/yyyy): 04/2023
Date Grant Fully Executed (mm/dd/yyyy): 06/15/2023
Construction Start Date (mm/yyyy): 08/2023

Project Status

Total (Estimated) Project Cost: 2000000

Amount of Funding Requested: 1900000

Match Available: Yes No

Delivery Method (choose one):

Design/Bid Design/Build CM at Risk Other:

Bid or GMP: Yes No. If "No," Estimated bid/GMP date: 5/5/2023

Phased Project: Yes No. If "Yes," Phase: of

Do you have a comprehensive financial plan? Yes No

Is the project on an approved ALP?

Yes No. If "Yes," enter the approval date:

Is environmental determination complete?

Yes No. If "Yes," enter the approval date:

Is airspace approval complete?

Yes No N/A.

If "Yes," enter the airspace case number:

Approved Forecasted Enplanements:

Year:

Existing Square Footage: 960

Proposed Square Footage: 1000

Is this project phased and/or associated with an approved BIL, AIP or PFC project?

Yes No N/A

Added data: If "Yes," provide the grant number(s), and/or PFC application number, along with the amount of existing funding. (300 Characters Maximum):

Program Considerations (Terminal and Tower)

If you check a box below, you must describe how the project satisfies the criteria.
Check all that apply to the proposed project.

- Increase Capacity and Passenger Access.** Description (450 Characters Maximum):
The existing terminal building does not allow 24 hour access for pilots using the airport. This update would provide access to a pilot briefing lounge, waiting room, and restroom facilities for pilots and the general public.
- Replacing Aging Infrastructure.** Description (450 Characters Maximum):
The existing terminal building was constructed in the early 1990's. An exterior envelope review was completed in 2022 to document the leaking issues at the facade, the lower dormer windows, the upper dormer windows, roof, and masonry. There are also damaged bricks, framing, and flashing membrane.
- Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities.** Description (450 Characters Maximum):
The existing terminal building does not meet the Americans with Disabilities Act (ADA) requirements. The updated terminal building would include remodeling activities to be ADA compliant.
- Improves Airport Access for Historically Disadvantaged Populations.**
Description (450 Characters Maximum):
- Improves Energy Efficiency.** Description (450 Characters Maximum):
The existing building is leaking and aging. The updated terminal building will include upgrades in energy efficiency, including sustainable LED lighting and water conservation plumbing fixtures.

Improves Airfield Safety through Terminal or Tower Relocation.

Description (450 Characters Maximum):

The update and remodeling of the existing terminal building would move all pilot activities back to the center of the airport and provide a logical and safe location for these activities.

 Encourages Actual and Potential Competition. Description (450 Characters Maximum): **Good Paying Jobs.** Description (450 Characters Maximum):

The updated and remodeled terminal building will provide access for medical flight personnel, corporate pilots, student pilots, DNR pilots, and agricultural sprayers as well as being utilized as a meeting space for the community and other potential future uses of the building.

Program Considerations (Tower Only)

If the project is for a tower, also complete this section of the form.

Project Type. The project type for this grant application (choose one or both).

Airport Owned, Contract Tower Program

Airport Owned, Other. Describe staffing:

Age of Tower (Years):

Siting Study. Has a Siting Study been completed for the Airport Traffic Control Tower Project?"

Yes No

If you check a box below, also describe how the project satisfies the criteria.
Check all that apply to the proposed project.

Appropriate Project Objective (choose all that apply):


- New
- Relocate
- Reconstruct
- Repair
- Improve

Impact on the National Airspace System. Description (600 Characters Maximum):

Certifications

By entering my name below, I hereby certify that I am authorized to submit this form on behalf of the airport sponsor, all information is true and accurate to the best of my knowledge, and have or will follow, all procurement processes required under 2 CFR 200, including but not limited to:

- Davis Bacon
- Buy American
- Consultant Selection
- Disadvantaged Business Enterprise

Signature: **Matt Wegwerth**  Digitally signed by Matt Wegwerth
 Date: 2022.10.19 07:51:51 -05'00' Date: 10/19/2022

Name: Matt Wegwerth, PE

Title: Public Works Director/City Engineer

Submit by Email



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10/24/2022

AGENDA ITEM: Consider the appointment of Hospital Security Officers

PREPARED BY: Kevin Ott, Police Captain

BACKGROUND:

At the September 26, 2022 City Council meeting, the City Council approved to accept applications for Hospital Security positions. Interviews were conducted and the interview committee consisting of Police Chief Steve Schaar, Captain Andy Morgan, Captain Kevin Ott, Hospital Security Lead Gary Degrio and Hospital Security Officer Jared Anderson are recommending that August Stovall be appointed to the full-time Hospital Security position and Conley Janssen be appointed to a part-time position.

August Stovall has past work experience as a Police Officer in Indiana, Emergency Service Manager for U.S. Steel, and a Safety Consultant in which his company was contracted with the former Magnetation plant. Stovall has training in law enforcement, firefighting and emergency medical responder. Stovall is available to work full-time beginning October 25, 2022 at a rate of \$22.427 per hour.

Conley Janssen served in the U.S. Marine Corps. He worked on the anti-terrorist team, crisis response team and was involved in Marine combat training. Janssen also has worked on the ISD 318 crisis and safety team, and he has served as a crisis advisory for the Itasca County Sheriff's Office. Janssen is available to work part-time beginning November 1, 2022 at a starting rate of \$16.77 per hour.

Their appointments are subject to a background check, drug screening, medical exam and pre-employment psychological testing.

REQUESTED COUNCIL ACTION:

Make a motion to appoint August Stovall to a full-time Hospital Security position at the rate of \$22.427 per hour and appoint Conley Janssen to a part-time Hospital Security position at the rate of \$16.77 per hour subject to the aforementioned prerequisites.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 24, 2022

AGENDA ITEM: Consider approving amended contracts with Enterprise Fleet Management.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

On September 26, 2022, the City Council approved agreements with Enterprise Fleet Management. We have received revised contracts showing a new fee of \$385 for the sale and auction of vehicles, which is a reduction from the original cost to the City.

REQUESTED COUNCIL ACTION:

Make a motion to approve the amended contracts with Enterprise Fleet Management as presented.

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an “Enterprise Entity” and collectively the “Enterprise Entities”) and Enterprise Fleet Management, Inc. (hereinafter referred to as “EFM”) (the “Enterprise Entities” and “EFM” shall collectively be referred to as “Enterprise”) on the one hand and City of Grand Rapids, Minnesota (hereinafter referred to as “CUSTOMER”), on the other hand on this 26th day of September, 2022 (hereinafter referred to as the “Execution Date”).

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER’s vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the “Vehicles”).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

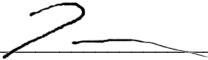
- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 500.00 or the maximum permitted by law (“Service Fee”).
- 4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
- 5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise’s obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.


6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. **Authorization:** Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. **Independent Contractor:** EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. **Unsold Vehicles:** Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

“ENTERPRISE”
 Signature: 
 Printed Name: Jason Lipinsky
 Title: VP
 Date Signed: September 27, 2022

“CUSTOMER”
 Signature: 
 Printed Name: Dale Christy
 Title: Mayor
 Date Signed: September 27, 2022

Schedule 1

Enterprise Leasing Company of STL, LLC
 Enterprise Leasing Company of Georgia, LLC
 Enterprise Leasing Company of Florida, LLC
 Enterprise Leasing Company of KS LLC
 EAN Holdings, LLC
 Enterprise Leasing Company of Orlando, LLC
 Enterprise Leasing Company of Indianapolis, LLC
 Enterprise Rent-A-Car Company of Boston, LLC
 Enterprise Leasing Company of Denver, LLC
 Enterprise Leasing Company of Chicago, LLC
 Enterprise RAC Company of Maryland, LLC
 Enterprise Leasing Company of Philadelphia, LLC
 Enterprise RAC Company of Baltimore, LLC
 Enterprise Leasing Company of Minnesota, LLC
 Enterprise Leasing Company of Detroit, LLC
 Enterprise Leasing Co of Norfolk/ Richmond, LLC
 Enterprise Rent-A-Car Co of San Francisco, LLC
 ELRAC, LLC
 SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
 Enterprise Rent-A-Car Company of Los Angeles, LLC
 Enterprise RAC Company of Cincinnati, LLC
 CLERAC, LLC
 Enterprise Rent-A-Car Company of Pittsburgh, LLC
 Enterprise Rent-A-Car Company of Wisconsin, LLC
 Enterprise Rent-A-Car Company of UT, LLC
 CAMRAC, LLC
 Enterprise Rent-A-Car Company of Rhode Island, LLC
 Enterprise Leasing Company of Phoenix, LLC
 Enterprise Leasing Company- Southeast, LLC
 Enterprise Leasing Company- West, LLC
 Enterprise Leasing Company- South Central, LLC
 PENRAC, LLC
 Enterprise Rent-A-Car Company of KY, LLC
 Enterprise Rent-A-Car Company - Midwest, LLC
 Enterprise RAC Company of Montana/Wyoming, LLC

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Grand Rapids, Minnesota (hereinafter referred to as "CUSTOMER") on this 26th day of September, 2022 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Municipal Government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 500.00 ("Service Fee") plus towing at prevailing rates.
5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney’s fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle’s title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney’s fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

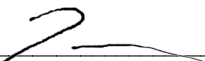
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise’s liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise’s possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney’s Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney’s fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

“ENTERPRISE”

Signature:



Printed Name:

Jason Lipinsky

Title:

Vice President

Date Signed:

September 27, 2022

“CUSTOMER”

Signature:



Printed Name:

Dale Christy

Title:

Mayor

Date Signed:

September 27, 2022

Please complete all applicable items.

Company Name City of Grand Rapids, Minnesota ("Credit Applicant") DBA Name City of Grand Rapids, MN Year Business Started _____
 Street Address 420 North Pokegama Avenue City Grand Rapids State MN Zip 55744
 E-mail tpagel@ci.grand-rapids.mn.us Phone # 218.326.7600 Fax # 218.326.7608
 Ownership: LLC Partnership Sole Proprietorship C-Corp S-Corp Non-Profit
 Type of Business Municipal Government Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

FLEET MANAGER CONTACT INFORMATION

Name Barb Baird E-mail bbaird@ci.grand-rapids.mn.us Phone # 218.326.7615
 Fleet Manager Address 420 North Pokegama Avenue, Grand Rapids, MN 55744

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? Yes No
 Accounting/CPA Firm Redpath and Company Email Address rpetersen@redpathcpas.com Phone # _____
 Has Credit Applicant, or any principal involved in Credit Applicant, ever filed for protection under bankruptcy laws? Yes No
 If yes, please explain: _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) Audited Opined Internal
 Published Annual Reports Yes No
 Income Tax Returns (3 years) Yes No
 Other Items Included: _____
 Federal ID Number: 41-6005201
 Fiscal Year End (Month): December 31

CURRENT VEHICLE SUPPLIER

Purchasing Leasing Finance

Leasing Supplier	Phone #	E-Mail Address	Acct #	# of Vehicles
Financing Source	Phone #	E-Mail Address	Acct #	# of Vehicles

INSURANCE

Company League of Minnesota Cities Agent Marsh McLennan Agency Policy # CMC 1000942 Exp. Date 1/2023
 Street Address PO Box 137 City Duluth State MN Zip 55801-0137
 Phone # 218-652-2133 Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name City of Grand Rapids SSN / FEIN 41-6005201
 Street Address 420 N Pokegama Ave City Grand Rapids State MN Zip 55744
 Contact Name Tom Pagel Phone # 218-326-7600 Fax # _____
 Email Address tpagel@ci.grand-rapids.mn.us

BANK INFORMATION

Bank Name Grand Rapids State Bank Checking Account Only 41-10167
 Street Address 523 NW 1st Avenue City Grand Rapids State MN Zip 55744
 Bank Contact Name Customer Support Phone # 218-326-9414 Fax # _____
 ABA / Routing Number: 091211170 Account Number: 41-10167

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, That this Company lease from Enterprise Fleet Management, Inc., hereinafter called EFM, from time to time, such motor vehicles upon such terms and conditions, as in the judgment of the Officer(s) or employee(s) hereinafter authorized, this Company may require.

RESOLVED FURTHER, that:

<p>NAME <u>Tom Pagel</u> Print Name</p>	<p><u>City Administrator</u> Title</p>
<p>NAME <u>Barb Baird</u> Print Name</p>	<p><u>Finance Director</u> Title</p>
<p>NAME _____ Print Name</p>	<p>_____ Title</p>
<p>NAME _____ Print Name</p>	<p>_____ Title</p>

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle Leases with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Dale Christy

Print Name

Mayor

Title

Dale Christy

Signature

City of Grand Rapids

Company Name

9-26-2022

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

THE FOLLOWING ARE ONLY APPLICABLE TO CREDIT APPLICANTS THAT ARE SOLE PROPRIETORS

If Credit Applicant is a sole proprietor, upon request from Credit Applicant, EFM will advise Credit Applicant whether a credit report was requested and if such a report was requested, EFM, will inform Credit Applicant of the name and address of the credit reporting agency that furnished the report. In the event the Credit Applicant is a sole proprietor and is a resident of the state of California, Ohio, Rhode Island or Vermont, Credit Applicant agrees that, in addition to all of the foregoing, by signing below, he or she has been provided state notices and agree to the additional terms listed below:

California Disclosure – The Credit Applicant, if married, may apply for a separate account.

Ohio Disclosure - The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Rhode Island Resident - A credit report may be requested in connection with this application for credit.

Vermont Resident - By signing this Credit Application, the credit applicant consents to your obtaining a credit report for the purposes of evaluating this Credit Application and to obtain subsequent credit reports, in connection with this transaction, for the purpose of reviewing the account, taking collection action on the account or for any other legitimate purpose associated with the account.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 26th day of September, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM N Customer DC

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Grand Rapids, MN
Signature: Dale Christy
By: Dale Christy
Title: Mayor
Address: 420 North Pokegama Avenue
Grand Rapids, MN 55744
Date Signed: September 26, 2022

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: [Signature]
By: Jason Lipinsky
Title: Vice President
Address: 2775 Blue
Water Rd,
Eagan 55121
Date Signed: September 27, 2022

Initials: EFM ML Customer DC



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 24, 2022

AGENDA ITEM: Consider adopting a resolution calling for a Public Hearing on Tax Abatement and issuance of Bonds.

PREPARED BY: Barb Baird

BACKGROUND:

Minnesota Statutes, Sections 469.1812 through 469.1815, to grant abatement of all or part of the taxes levied by the City on real property within its boundaries and to issue general obligation bonds to finance public improvements at the IRA Civic Center.

The City Council will hold a public hearing regarding the approval of the Abatement and issuance of the Bonds on Monday, November 14, 2022, at approximately 5:30 p.m. at City Hall.

The project to be funded with the Abatement Bond is:

IRA Civic Center Improvement Project

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution calling for a Public Hearing regarding the approval of the Abatement and issuance of Bonds on Monday, November 14, 2022, at approximately 5:30 p.m. at City Hall.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. 22-_____

**RESOLUTION CALLING A PUBLIC HEARING ON TAX
ABATEMENT AND ISSUANCE OF BONDS**

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

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Sections 469.1812 through 469.1815 (the “Act”), to grant an abatement of all or a part of the taxes levied by the City on real property within its boundaries (the “Abatement”) and to issue general obligation bonds to finance public improvements (the “Bonds”).

1.02 Pursuant to the Act, before approving a property tax abatement, the City Council is required to hold a public hearing regarding the Abatement.

1.03 The City proposes to issue the Bonds to finance the construction, renovation, and improvement of the IRA Civic Center, including but not limited to replacement of the roof, replacement of the ice plant, new capital equipment, and building, utility and grounds improvements.

Section 2. Hearing Scheduled.

2.01. The City Council will hold a public hearing regarding the approval of the Abatement and issuance of the Bonds on Monday, November 14, 2022, at approximately 5:30 p.m. at City Hall. The City Administrator is authorized and directed to publish a notice substantially in the form attached hereto as EXHIBIT A in the official newspaper of the City at least 10 days but no more than 30 days before the date of the hearing.

2.02. City staff and consultants are authorized to take all other actions needed to bring the proposed Abatement and issuance of the Bonds before the City Council.

Approved this October 24, 2022 by the City Council of the City of Grand Rapids, Minnesota.

Mayor

ATTEST:

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

CITY OF GRAND RAPIDS, MINNESOTA

NOTICE OF PUBLIC HEARING REGARDING PROPOSED PROPERTY TAX ABATEMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Grand Rapids, Minnesota (the “City”), will meet on Monday, November 14, 2022, at or after 5:30 p.m. at the City Hall, located at 429 North Pokegama Avenue in the City, to hold a public hearing concerning on the proposal that the City abate property taxes levied by the City on the property identified as tax parcel numbers:

91-718-0110	Wal-Mart Real Estate Business Trust
91-546-0120	Northern Star Cooperative Services
91-549-0120	Home Depot USA Inc.
91-623-0120	Miner's Inc.
91-623-0110	Target Corp T-0904
91-028-3410	Ives Hospitality LLC (Americlnn)
91-028-3407	Grand Hospitality LLC
91-033-2228	Hariom Hospitality Four LLC (Country Inn & Suites)
91-028-3103	L&M Grand Rapids Holdings LLC
91-711-0115	Aldi Inc
91-562-0130	Iron Range MP LLC (Hotel)
91-410-8002	Blandin Paper
91-410-8003	Blandin Paper
91-410-8004	Blandin Paper
91-410-8005	Blandin Paper
91-028-3408	Timberlake Lodge Hotel
91-676-0110	Best Western Plus
91-410-4610	Blandin Paper

The total amount of the taxes proposed to be abated by the City on the above properties for up to a 20-year period is estimated to be not more than \$10,000,000. The City Council will consider the property tax abatement in connection with issuing general obligation bonds to finance the construction, renovation, and improvement of the IRA Civic Center located at 1401 NW 3rd Avenue in the City, including but not limited to replacement of the roof, replacement of the ice plant, new capital equipment, and building, utility and grounds improvements.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Clerk, at or prior to said public hearing.

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF GRAND RAPIDS,
MINNESOTA

/s/ Kimberly Gibeau
City Clerk

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 49**

CLERICAL

January 1, 2023– December 31, 2025

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PREAMBLE

This Agreement is entered into by and between the City of Grand Rapids (hereafter the “Employer”) and Local 49 of the International Union of Operating Engineers, (hereafter the “Union”).

ARTICLE I PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to place in written form the parties’ full and complete agreement upon the terms and conditions of employment for the duration of the Agreement; and to establish procedures for the resolution of disputes concerning the interpretation and application of the terms of this Agreement.

ARTICLE 2 DEFINITIONS

Section 2.1. “Union” means the International Union of Operating Engineers, Local No. 49, the exclusively recognized bargaining unit.

Section 2.2. “Employer” means the City of Grand Rapids, Minnesota.

Section 2.3. “Union member” means a member of the International Union of Operating Engineers, Local No. 49.

Section 2.4. “Employee” means an employee of the City of Grand Rapids Clerical Unit as recognized herein.

Section 2.5. “Regular rate of pay” means an employee’s straight-time hourly pay rate exclusive of any other allowances.

Section 2.6. “Call out” means the return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned regular work shift.

ARTICLE 3 RECOGNITION

Section 3.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the clerical bargaining unit composed of all eligible employees of the

City of Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, and whose job classifications are listed in Appendix A to this Agreement. All other City of Grand Rapids employees in job classifications not listed in Appendix A, are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2. If a full-time employee covered under this Agreement requests and is granted a leave of absence, management has the right to fill the absent employee's position with a temporary part-time or full-time replacement employee for the duration of the leave of absence and the temporary part-time or full-time replacement employee shall be exempt from inclusion in and under this bargaining unit until such time that the full-time employee returns to his or her position. The duration of the leave shall not exceed the limitations established in Article 17 of this Agreement. At the conclusion of the leave of absence, the part-time or full-time replacement employee shall be removed from the returning employee's position. In the event that a full-time employee on a granted leave of absence does not return to work at the conclusion of the granted leave, and the replacement employee is hired to fill the vacant position, the Employer will waive the probationary period if the replacement employee has over six (6) months of employment with the Employer in the vacant position.

ARTICLE 4

UNION EXCLUSIVITY/DUES CHECK OFF

Section 4.1. The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employee or group of employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement. The Employer will not assist or otherwise encourage any other employee organization that seeks to bargain for employees covered by this Agreement, including providing payroll deductions to other employee organizations.

Section 4.2. The Employer shall deduct the monthly Union membership dues from the earnings of those employees who authorize such deductions in writing. Such deductions shall be made from the payroll period ending the first or last half of each month, and the total amount the deductions shall be immediately transmitted to the Secretary of Local 49 (address to be supplied by the Union) with a notation of any change of employees from whom payroll deductions were made. An employee may terminate his or her payroll deductions by written notice delivered to the Secretary of Local 49, who shall forthwith transmit a copy of such termination to the Employer's Finance Department.

Section 4.3. Upon request of the union, the Employer shall provide the Union with a list of all employees in the bargaining units represented by the Union.

Section 4.4. The provisions of this Article shall be administered in accordance with existing law.

Section 4.5. The Union agrees to indemnify, save, and hold the Employer harmless from and against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of the Union under the provisions of Article 4.

ARTICLE 5 RESPONSIBILITIES OF THE PARTIES

Section 5.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party and agree to discharge their respective responsibilities under this Agreement. The Employer and the Union through this Agreement continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge to this dedication.

Section 5.2. The Employer, the Union and the employees are firmly bound to observe the conditions of this Agreement.

Section 5.3. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- 1) The applicable procedures of this Agreement will be followed for the settlement of all grievances, as provided in Article 16. All grievances shall be considered carefully and processed promptly in accordance with the grievance procedures contained in Article 16 of this Agreement.
- 2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1. The management of the City of Grand Rapids, has the inherent managerial right to direct the work force, to direct, plan and control the City's operations and services, to determine the method means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, to hire, recall, transfer, promote, demote, suspend, discipline, and discharge employees for good and

sufficient reason, to lay off employees because of the lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested

exclusively in the City Council. The Employer agrees, in exercising these rights, it will not alter this Agreement.

Section 6.2. The foregoing enumeration of the Employer's authority shall not be deemed to exclude any other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 7 HOURS OF WORK

Section 7.1. The regular work-day shall consist of eight (8) hours. Service to the public or interest of the Employer may require the Employer to establish regular shifts for some or all employees on a daily, weekly, seasonal, or annual basis other than the normal 8-hour work-day. The regular workweek commencing at 12:01 a.m. Sunday shall be Monday through Friday, and shall consist of forty (40) hours. In the event that the Employer establishes a seasonal regular work-day and work-week for employees consisting of four days in a workweek with a 10-hour shift length per day in a given workweek, for a period of time in the Employer's discretion, which may consist of consecutive or non-consecutive weeks, the Employer will not establish a split workweek for said period of time, but will establish a workweek for said period that is either Monday through Thursday or Tuesday through Friday. Any time worked by an employee less than forty (40) hours per week shall be compensated for on the basis of actual time worked. Notwithstanding the foregoing, the Employer has the sole authority to establish and modify work schedules. The Employer may modify the existing work schedule upon 2 weeks' notice to employees; provided, however, if an event which is unanticipated occurs, which precludes such notice period, notice shall be considered waived by the signatory parties hereto. Employees shall be eligible for call-out pay, as described in Section 7.4, for modifications to the work schedule that are not preceded by at least one (1) weeks' notice.

The signatory parties hereto have agreed that positions that require an alternate work schedule, other than that described above, shall be excluded from the provisions of Section 7.1 and Section 7.3 relating to the Monday through Friday workweek and payment of overtime. The workweek for such employees with alternate schedules will be Sunday through Saturday. The Employer will not establish a split workweek for said period of time.

Section 7.2. Each employee shall be eligible for one (1) fifteen (15) minute paid rest period during each four (4) hour work period as scheduled by the employee's immediate supervisor.

Section 7.3. For the purpose of computing overtime under Article 8 and not as a limitation upon the scheduling of an employee for work, the workweek shall consist of five (5) days Monday through Friday, unless otherwise provided by the Employer in Section 7.1.

Section 7.4. Each employee who is required to work during his or her regular scheduled days off or time off, shall receive a minimum of two (2) hours pay. The two-hour minimum does not apply to hours immediately preceding or following a scheduled shift. This call-out pay shall be exclusive of any other provision of this Agreement. An employee who commences work earlier than his or her normal work day or remains after his or her normal quitting time is not considered eligible for call out pay. The time worked shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE 8 OVERTIME HOURS

Section 8.1. Overtime at one and one-half (1-1/2) times the employee's regular rate of pay shall be approved by the employee's department head/supervisor and shall be paid for hours worked:

- 1) In excess of the scheduled shift length in any regular workday.
- 2) In excess of forty (40) hours in any normal workweek.
- 3) When an employee on a regular work-day completes his or her normal work-day and is required by the Employer to work additional consecutive hours during such day, the employee shall be paid overtime for such consecutive hours worked provided the hours worked exceed the scheduled shift length. For purposes of calculating overtime under this paragraph and except as otherwise provided herein, the scheduled shift length may not exceed ten (10) hours in a work-day without payment of overtime for the consecutive hours worked in excess of ten (10) hours.
- 4) On any day in any normal workweek after an employee shall have worked on five (5) previous days in such regular work week for a total of forty (40) regular hours.

Section 8.2. Notwithstanding the foregoing, the Employer and employee may agree in writing to an alternate scheduling arrangement, from time to time, allowing an employee to work for longer or shorter periods of time than the scheduled shift length on a given day or days within the same workweek for the purpose of accommodating a specific need of the employee or Employer (e.g., a request by an employee to make up hours on a given day or days during the same workweek

for a scheduled out of work function) and still meet the employee's normal workweek. In this event, the additional hours worked by the employee in excess of the scheduled shift length will

not be subject to payment of overtime, unless such hours exceed the employee's normal workweek.

Section 8.3. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premium(s) shall be used. To the extent that hours are compensated for at premium rates under one provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

ARTICLE 9 COMPENSATORY TIME

Section 9.1. Employees may choose to accumulate up to eighty (80) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the employee shall be entitled to one and one-half (1-1/2) hours off work without loss of pay (pursuant to the Federal Fair Labor Standards Act). Compensatory time off may be taken, however, only with the consent of the employee's department head/supervisor.

Section 9.2. Any accumulated, unused compensatory time in excess of 80 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employee will have the option to have the entire balance of their accumulated, unused compensatory time paid out on first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll. The Employer may require that any accumulated, unused compensatory time remaining as of November 30 of each year be paid off in cash.

Section 9.3. Any employee who voluntarily terminate employment shall be paid in cash for any accrued but unused compensatory time.

Section 9.4. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflict shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

Section 9.5. An employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the employee elects to be compensated in cash for compensatory time earned, such payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

**ARTICLE 10
SHOE ALLOWANCE – COMMUNITY SERVICE OFFICER (POLICE)**

The Community Service Officer (Police) and Engineering Technician (Public Works) shall be entitled to a safety shoe allowance in the amount of three hundred dollars (\$300.00) for the purchase of approved footwear. The employee shall wear the approved footwear at all times while in the service of the Employer. Approved footwear shall be determined by the Chief of Police in the Chief’s discretion and by the Director of Public Works in the Director’s discretion, respectively, and such determination shall not be subject to the grievance procedure.

**ARTICLE 11
HOLIDAYS**

Section 11.1. All employees shall receive the following holidays:

- | | | |
|---------------------|-----------------|-------------------------------|
| New Year’s Day | Fourth of July | Christmas Day |
| M.L.K. Jr. Birthday | Labor Day | Thanksgiving Day |
| Floater | Veterans Day | Friday after Thanksgiving Day |
| Memorial Day | Presidents’ Day | |

provided they work their last scheduled day of work prior to or following said holiday, unless they have failed to report due to legitimate illness of employee or due to death in the immediate family.

Section 11.2. All employees who are required to work on any of the above-mentioned holidays, shall be compensated at one and one-half (1-1/2) times the employee’s regular rate of pay in addition to holiday pay.

Section 11.3. When a paid holiday falls on a day on which the employee is using his or her Flexible Time Off, the employee shall not be charged with a day of Flexible Time Off for that day.

Section 11.4. In the event that the employee is scheduled off duty on a paid holiday, and is called out to work, the employee shall receive a minimum of four (4) hours of pay, or compensatory time. The time worked shall be computed at one and one-half (1-1/2) times the employee’s regular rate of pay.

Section 11.5. If any holiday falls on Saturday, the previous day shall be taken as a paid holiday. If it falls on a Sunday, the following day shall be the paid holiday.

Section 11.6. In the event Christmas Eve falls on a normal workday, it shall be considered a one-half (1/2) day holiday. If Christmas Eve falls on a Saturday or Sunday in any year, it shall not be considered a holiday.

Section 11.7. If the State of Minnesota adopts Juneteenth as an official holiday, it shall be added to Section 11.1 above.

**ARTICLE 12
FLEXIBLE TIME OFF PLAN**

Section 12.1. As of the effective date of the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, said Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which employees were previously entitled. All current and future employees of the City shall be subject to the Employer’s Flexible Time Off Plan as it exists as of the effective date of the plan, or as it may thereafter be modified by the Employer.

Section 12.2. The interpretation and application of the Employer’s Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 12.3 Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time employees or limited-term employees, as defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

During the term of this Agreement Full-time and Limited Term Employees hired PRIOR to January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

Completed Years of Employment	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	23	184	7.0769
After the 4th anniversary through the 9th	30	240	9.2320
After 9th anniversary through the 14th	35	280	10.7692
After the 14th anniversary	39	312	12.

During the term of this Agreement regular part-time employees hired PRIOR to January 1, 2018 will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time employee.

Full-time and Limited Term Employees hired AFTER January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 1st anniversary	15	120	4.62
After the 1st anniversary through the 6th	20	160	6.15
After the 6th anniversary through the 10th anniversary	25	200	7.69
After the 10th anniversary	30	240	9.23

Regular part-time Employees hired AFTER to January 1, 2018 will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time Employee.

The City computerized payroll system is the official record for Flexible Time Off, Extended Medical Benefit, and Personal Conversion Account balances.

Employees may carry over accumulated FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 248 hours (31 days) on the employee’s anniversary date. On the anniversary date, any accumulated unused FTO in excess of 248 hours will be forfeited.

Section 12.4. Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

Days Per Year	Hours Per Year	Hours Per 80 hour Pay Period
8	64	2.4616

Any employee who is newly hired with the City of Grand Rapids after January 1, 2020 will receive 80 hours of EMB time placed into his/her EMB bank at the time of hire.

Section 12.5. All employees with one (1) or more years of service with the City of Grand Rapids covered under the Union collective bargaining agreement will be allowed to make an employee contribution of twenty five dollars (\$25.00) per pay period into their Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, Section 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents.

Section 12.6.

All employees with one (1) or more years of service who leave City employment, which includes voluntary and involuntary termination, will contribute one hundred percent (100%) of their severance pay, i.e., accumulated and unused FTO, into the HCSP.

ARTICLE 13 SENIORITY

Section 13.1. Seniority status shall be granted to all employees and an employee's position on the seniority list shall be determined on the basis of the employee's continuous (unbroken) length of service for the Employer since the first date of hire and within the present bargaining unit as certified by the Bureau of Mediation Services, Case Number 88-PR-26 dated February 24, 1988. Employees upon completion of a probationary period of six (6) months shall be placed on a seniority list as of the first day of their employment within the bargaining unit.

Probationary employees may be terminated by the Employer at any time during the probationary period for any reason. The Employer and Union recognize that there may be unusual circumstances where the Employer may extend the initial probationary period for an additional six (6) months, provided the Employer notified the Union in writing of the specific reason for extending the employee's probationary period, and the Employer provides the Union with an opportunity to meet to discuss the Employer's decision should the Union request such a meeting within ten (10) days of notification. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit. Seniority continues to accrue for any and all employees who change classification within the bargaining unit.

Section 13.2. Seniority shall be unit seniority. In the event of a layoff, reduction in work force or the elimination of a position, the work force shall be reduced or position eliminated based upon the employee's seniority and ability to perform available work. In the event of a layoff, reduction in work force or the elimination of a full-time position, the affected employee may displace the most junior employee in the bargaining unit, or if the most junior employee is part-time, then the affected employee shall have the option to displace the most junior full-time employee in the bargaining unit, provided that in the judgment of the Employer, the employee has the necessary qualifications and/or experience to perform the duties of the job involved. In the event of a layoff, reduction in work force or the elimination of a permanent part-time position, the affected employee may displace the most junior part-time employee in the bargaining unit provided that in the judgment of the Employer, the employee has the necessary

qualifications and/or experience to perform the duties of the job involved. In the event that the employee does not agree with the Employer's decision, the employee shall have the right to appeal through the grievance procedure. An employee who is laid off shall be rehired according to qualifications and seniority in the inverse order of the layoff. Such employee shall be notified in writing regarding such layoffs, reduction of force or elimination of position as well as re-hiring, as the case may be. Such written notification shall be sent to such employee with a copy of same submitted to the Union. In the event the Employer intends to make a layoff or reduction in work force, the Employer shall notify the Union in writing at least ten (10) days prior to the effective date of the layoff or reduction in work force. During this period or prior to receiving notice, the Union may request a meeting with the Employer to discuss the layoff or reduction in work force. Any employee who uses seniority to avoid a layoff as provided herein shall continue to accumulate flexible time off in accordance with the employee's length of service with the City.

Section 13.3. When two or more employees have the same position on the seniority list as determined by their first date of hire, seniority shall be determined by lot. No later than February 1st of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each employee in the order of seniority and reflect each employee's date of service along with current job classification.

Section 13.4. Employees shall have thirty (30) calendar days from the first date of posting of the seniority list to notify the City of Grand Rapids of any disagreements over the seniority roster. After 30 days, the seniority list shall be deemed conclusively correct for purposes of this Agreement.

ARTICLE 14 LOSS OF SENIORITY

An employee shall cease to have seniority, if:

- 1) The employee does not return to work on the specified return date as contained in a written leave of absence; or from lay-off within five (5) calendar days after being given notice by registered mail to return to work at the employee's last known address.
- 2) The employee's layoff from employment has been for more than twenty-four (24) months.
- 3) The employee is discharged for just cause not reversed by the grievance procedure.
- 4) The employee voluntarily terminates his or her employment.

- 5) The employee is on a medical leave of absence for a period in excess of that permitted by the Employer pursuant to Article 17.
- 6) The employee takes an unauthorized leave of absence or fails to notify the Employer of the cause of absence for two days or more.

ARTICLE 15 VACANCIES, PROMOTIONS AND TRANSFERS

Section 15.1. The Employer may fill vacancies by posting internally and externally for applicants. Preference shall be given to senior employees over junior employees and external applicants provided that the following qualifications are equal in the Employer's judgment. In judging qualifications, the following factors will be considered.

- 1) demonstrated work behavior
- 2) knowledge, skills and ability
- 3) ability to get along with co-workers
- 4) past and present job experience
- 5) past and present education and training
- 6) past and present work record
- 7) responses to interview questions

Section 15.2. Notice of classification and location of positions available in the City of Grand Rapids will be posted by the Employer at least five (5) days prior to filling such vacancy. Employees in the same job class (see Appendix A) may request consideration for lateral transfer by submitting a memorandum to the Employer within the stated time limit. All employees submitting such a memorandum within the stated time limit will be interviewed for the posted vacancy. Requests received after the stated time limit will only be given consideration if the Appointing Authority is still interested in seeing additional candidates. The Appointing Authority has the discretion to select one of the interested candidates or none of the interested candidates. Applicants who are not selected will be notified.

Section 15.3. The successful internal applicant filling a vacant position shall be on probation for a period of twelve (12) weeks from the date of selection or promotion. If, while the applicant/employee is on probation, the Employer determines that the employee is unqualified for that position, the Employer will have the right to return the employee to his or her prior position without posting. The applicant/employee, while on probation, shall accrue all benefits entitled to them. The Employer's decision to return the employee to his or her former position during the probationary period shall not be subject to the grievance procedures of the Agreement. The employee shall have the right to return to his or her prior position within six (6) weeks of the date of selection or promotion.

Section 15.4. When an employee applies for and is assigned a different job classification, the employee shall be paid the applicable rate for that assigned position. All seniority rights for the purpose of fringe benefits shall be maintained.

Section 15.5. If an employee, in the judgment of the Employer, works in a higher classification of work in excess of two (2) consecutive pay periods, the employee shall be paid for all time worked at the higher classification rate of pay.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 16.1. Definition. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 16.2. Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. This Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 16.3. Processing Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the union representative have notified and received the approval of the designated department head/supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a “reasonable amount of time” as used in this Subsection 16.3.

Section 16.4. Grievance Procedure. A grievance, as defined by Section 16.1, shall be resolved in conformance with the following procedure:

Step 1 – An employee or the Union, claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the employee is or should have been aware of the alleged violation, present such grievance to the employee’s immediate supervisor. The employee’s immediate supervisor will discuss and give an answer to such Step 1 grievance within (10) calendar days after receipt of such grievance from the employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by placing the grievance in writing and submitting it to the department head setting forth the nature of the employee's grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. A grievance not resolved in Step 1, must be appealed to Step 2 by the union within ten (10) calendar days after receipt by the employee of the Employer's Step 1 answer, or such grievance shall be considered waived.

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the department head and/or the Employer-designated Step 2 representative. The department head and/or the Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance meeting. A grievance not resolved in Step 2 may be appealed to Step 3. An appeal to Step 3 by the Union must be made in writing and submitted to the Employer within ten (10) calendar days of receipt by the Union of the Employer's Step 2 answer, or such grievance shall be considered waived.

Step 3 – If appealed, the written grievance shall be presented by the Union and discussed with the city administrator and/or the Employer-designated Step 3 representative. The city administrator and/or the Employer-designated representative shall give the Union the Employer's Step 3 answer in writing within ten (10) calendar days after the Step 3 grievance meeting. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days of receipt by the Union of the Employer's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer's Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

Step 3A – If the Employer and the Union mutually agree within ten (10) calendar days after receipt by the Union of the Employer's Step 3 final answer, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation as opposed to appealed to Step 4. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) calendar days of the date of the mediation meeting. Any grievance not appealed in writing to Step 4 within said ten (10) calendar day period shall be considered waived.

Step 4 – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union shall be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, and the rules and regulations of the Bureau of Mediation Services.

Section 16.5. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in

writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing to the Employer and Union within thirty (30) days following close of the hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree in writing to an extension. The arbitrator's decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 16.6 Waiver. If a grievance is not submitted within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union.

Section 16.7 Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation of Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or another procedure such as, Veteran's Preference, or by the grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure other than Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized – Step 4 of this Article or another appeal procedure – and shall sign a statement to the effect that the choice of any other procedure precludes the

aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, as described

herein, the employee shall waive his or her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

ARTICLE 17 LEAVES OF ABSENCE

Section 17.1. FMLA and Parenting Leave. Family and Medical Leave Act leave and parenting leave shall be available to eligible employees in accordance with the existing law and policies adopted by the Employer.

Section 17.2. Extended Medical Leave. In the case of: (1) an extended illness, after an employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and Family and Medical Leave Act leave for which the employee is eligible, or (2) the birth or adoptive placement of a child after the employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the employee is eligible, the employee shall be granted a six (6) month leave of absence without having his or her name removed from the payroll. Any further extension of the six (6) month leave will be granted or denied at the Employer's sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for extension of leave by an employee beyond six (6) months, the employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an employee's request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer's decision provided the Union and employee requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave. A leave of absence may be canceled by the Employer in the event that the employee uses the leave of absence to pursue other employment.

ARTICLE 18 TRAINING AND/OR EDUCATION

When the immediate department head/supervisor grants approval for training and/or developmental activities, such activities shall be considered to be work assignments and

therefore regular wage rates will apply for time spent on such activities. The employee shall receive reimbursement for mileage and expenses in accordance with City policy. With regards to correspondence courses, the employee shall be reimbursed upon completion of such courses. Such courses must be pre-approved by the Employer in order to be eligible for reimbursement.

ARTICLE 19 GENDER

Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neutral gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and whenever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 20 UNION RIGHTS

Section 20.1. The Employer agrees to permit negotiation or grievance committee members to appear at all negotiating or grievance meetings with the Employer. The negotiations or grievance committee shall consist of two (2) members. A list of the committee members shall be submitted to the Employer each year prior to negotiations.

Section 20.2. Representatives of Local 49 of International Union of Operating Engineers, AFL-CIO shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other matters, which the Union is permitted by law to investigate.

Section 20.3. The Employer will erect and maintain a bulletin board of reasonable size where employees report for work, space upon such bulletin board shall be reserved for the use of the Union, employees or Employer to post any notices or documents relating to the Union, employees and Employer's affairs.

ARTICLE 21 SEPARABILITY AND ASSIGNS

Section 21.1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment of decree of a Court of competent jurisdiction because of any conflict with Minnesota State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

Section 21.2. The City of Grand Rapids and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

**ARTICLE 22
WAIVER**

Section 22.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements.

Section 22.2. The parties knowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 22.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 22.4. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

**ARTICLE 23
RIGHT TO SUB-CONTRACT**

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting any or all of the work performed by employees covered by this Agreement. Any subcontracting in excess of six (6) months duration would require an evaluation of the job by the Employer with the intent of making the affected position a fulltime position. Intermittent employment will not nullify this requirement.

**ARTICLE 24
WAGES AND SERVICE CREDIT**

Section 24.1 For 2018 and 2019 wages will be paid in accordance with Appendix A-1 attached.

Section 24.2 Effective January 1, 2018, clerical union employees who began employment with the City as an employee after December 31, 2013 shall receive length of service credit for previous experience in a same or similar position for the sole purpose of placement on the Employer’s wage schedule as follows:

<u>Previous Experience</u>	<u>Length of Service Credit</u>
Less than 5 years	0
5 through 9 years	1 year (Step 2)
10 or more years	2 years (Step 3)

The employee will progress through the wages steps on Appendix A-1 based on where the employee is initially placed with respect to the length of service credit. Longevity pay is based solely on the number of years employed with the City of Grand Rapids.

Section 24.3 Employees shall receive a lump sum on the second full payroll of the year in the following amounts: 2023 - \$300.00, 2024 - \$600.00, and 2025 - \$900.00.

**ARTICLE 25
DURATION OF AGREEMENT**

Except as otherwise provided, this Agreement will continue in effect and in force from January 1, 2023 through December 31, 2025. Either party shall have the right to give written notice to the other party one hundred twenty (120) days prior to January 1, 2026 of their desire to reopen for the purpose of negotiations and settlement of a new Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the respective date and year written below.

CITY COUNCIL, GRAND RAPIDS

**LOCAL 49, INTERNATIONAL UNION
OF OPERATING ENGINEERS**

By: _____
Dale Christy, Mayor

By: _____
Jason George, Business Manager

By: _____
Tom Pagel, City Administrator

By: _____
Dan Revier, Area Bus. Rep.

Date: _____

Date: _____

APPENDIX A
UNION RECOGNITION – JOB CLASSIFICATION REPRESENTED

In accordance with Article 3 of this Agreement, the Union shall be the exclusive representative for eligible employees of the Clerical Unit (as the unit is defined by the Employer) who have the following job classifications:

Accountant (Finance)
 Payroll Clerk/Human Resources Technician (Finance)
 Accounting Technician/Accounts Payable (Finance)
 City Clerk (Administration)
 Administrative Assistant (Administration)
 Administrative Assistant/Permit Technician (Community Development)
 Administrative Assistant (Police)
 Administrative Assistant/Communication Specialist (Police)
 Administrative Assistant (Public Works)
 Community Service Officer (Police)
 GIS Technician (Engineering)
 GIS Coordinator (Engineering)
 Part-time Records Technician (Transcriptionist) (Police Department)
 Public Works/Engineering Technician

All other positions, job classifications and employees of the City shall be excluded from the Union. No other employees shall become a member of the Union except by the written agreement of the Employer and Union or by a unit determination order from the Bureau of Mediation Services made in accordance with Minnesota Statutes, Chapter 179A.

APPENDIX A-1

CLERICAL UNION									
RATES OF PAY									
CONTRACT 2023-2025									
	Cola	Step 1	Step 2	Step 3	Step 4	Step 5	LONGEVITY**		
							15 Yrs	20 Years	25 Years
Effective 1/1/2023	1.00	0-1 Year	1 Year	2 Years	3 Years	4 Years	0.25	0.50	0.75
Class 1		\$ 20.74	\$ 21.87	\$ 23.10	\$ 24.32	\$ 25.55	\$ 25.80	\$ 26.05	\$ 26.30
Class 2		21.62	22.91	24.18	25.46	26.74	26.99	27.24	27.49
Class 3		22.11	23.43	24.76	26.07	27.39	27.64	27.89	28.14
Class 4		23.28	24.68	26.06	27.46	28.85	29.10	29.35	29.60
Class 5		26.18	27.75	29.33	30.90	32.47	32.72	32.97	33.22
Class 6		29.07	30.82	32.58	34.33	36.09	36.34	36.59	36.84
Class 7		31.42	33.10	35.09	37.08	39.08	39.33	39.58	39.83
Effective 1/1/2024	1.00						0.25	0.50	0.75
Class 1		\$ 21.74	\$ 22.87	\$ 24.10	\$ 25.32	\$ 26.55	\$ 26.80	\$ 27.05	\$ 27.30
Class 2		22.62	23.91	25.18	26.46	27.74	27.99	28.24	28.49
Class 3		23.11	24.43	25.76	27.07	28.39	28.64	28.89	29.14
Class 4		24.28	25.68	27.06	28.46	29.85	30.10	30.35	30.60
Class 5		27.18	28.75	30.33	31.90	33.47	33.72	33.97	34.22
Class 6		30.07	31.82	33.58	35.33	37.09	37.34	37.59	37.84
Class 7		32.42	34.10	36.09	38.08	40.08	40.33	40.58	40.83
Effective 1/1/2025	1.00						0.25	0.50	0.75
Class 1		\$ 22.74	\$ 23.87	\$ 25.10	\$ 26.32	\$ 27.55	\$ 27.80	\$ 28.05	\$ 28.30
Class 2		23.62	24.91	26.18	27.46	28.74	28.99	29.24	29.49
Class 3		24.11	25.43	26.76	28.07	29.39	29.64	29.89	30.14
Class 4		25.28	26.68	28.06	29.46	30.85	31.10	31.35	31.60
Class 5		28.18	29.75	31.33	32.90	34.47	34.72	34.97	35.22
Class 6		31.07	32.82	34.58	36.33	38.09	38.34	38.59	38.84
Class 7		33.42	35.10	37.09	39.08	41.08	41.33	41.58	41.83

**Longevity pay as reflected in the above longevity pay schedule is listed in the Long. Pay column above.

The above rates of pay are based on dollars per hour.

The following positions are contained in each referenced Class:

Class 1: None

Class 2: Part-time Records Technician (Transcriptionist) (Police Department)

Class 3: Accounting Technician/Accounts Payable (Finance), Payroll Clerk/Human Resources Technician (Finance),
Administrative Assistants: 2 - Police Department, 1 - Public Works, 1 - Administration,
Community Service Officer (Police Department) and GIS Technician (Engineering)

Class 4: City Clerk (Administration),

Administrative Assistant/Permit Technician (Community Development)

Class 5: Public Works/Engineering Technician

Class 6: Accountant (Finance)

Class 7: GIS Coordinator (Engineering)

APPENDIX B
EMPLOYEE'S GROUP INSURANCE BENEFITS

Section 1. The Employer agrees to maintain a minimum value of \$10,000.00 for the group life insurance levels per employee for full-time and permanent part-time employees for the life of this Agreement.

Section 2. The Employees are eligible for coverage from the Operating Engineers Local No. 49 Health and Welfare Fund ("Health and Welfare Fund"). The terms of the Trust agreement establishing the Health and Welfare Fund is hereby incorporated as a part hereof. The Employer agrees to make monthly contributions to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions. The Employer will make a combined contribution per month toward employee health and medical insurance coverage and also to the Employee's Health Care Savings Plan (HCSP) as provided in this paragraph. The Employer will contribute to each employee participating in the Union-designated health and medical insurance plan (the Local 49 Health and Welfare Fund) the full premium in 2023, 2024, 2025. The Employer contribution to the HCSP as provided herein shall be the difference between the Employer contribution stated above in this paragraph (Union member designated health and medical insurance premium) and the Employer contribution to the cost of the insurance premium for health and medical insurance coverage for those employees participating in the non-bargaining unit plan.

Section 3. In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Appendix B may be opened up by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.

Section 4. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an employee while on Flexible Time Off or Extended Medical Benefit, or an employee who is unable to work due to a compensable injury.

Section 5. The designation of the insurance carrier in Section 2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the City shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage. This Section 5 applies to the coverages in Appendix B and Appendix C.

APPENDIX C
INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section 1. Minn. Stat. § 471.61, Subd. 2a, authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premium or charges of such insurance protection. The foregoing shall not otherwise apply to life insurance for retired employees hired on or after January 1, 2012.

Section 2. Eligibility of Retired Employees: Any employee of the Employer who retires on or after November 1, 1972, shall become eligible for supplementary insurance coverages now in effect with the Employer; provided, however, that the retired employee is eligible for benefits under a public employee's retirement act.

Section 3. Any employee who retires after the effective date of the City's Flexible Time Off Plan, in accordance with an age acceptable to the Minnesota Public Employees Retirement Association or Minnesota State Retirement System, or at the retired age limit set by the Employer and is not eligible for Medicare, the Employer will continue to provide such hospitalization and medical insurance coverage for retired employees through the retired employees Post Retirement Health Care Plan. In the event that employee's Post Retirement Health Care Plan is exhausted prior to his reaching age sixty-five (65), then in that event, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65).

Section 4. Upon the death of the employee, all obligations under Appendix C are terminated.

Section 5. In the event the City of Grand Rapids submits the coverage as contained in Appendix B for the purpose of obtaining competitive bidding, it is understood and agreed that the bid specification shall provide for equivalent coverage as presently in effect at the date of signature, unless mutually agreed to the contrary by the signatory parties hereto.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10-24-22

AGENDA ITEM: Consider a labor agreement with the Clerical Union

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Attached is a three year labor agreement between the City and Clerical Union (49ers). This agreement is equitable to the Sergeants agreement but different. With the Clerical Union, each member will get a \$1/hour increase in pay for each of the three years. In addition, they will receive a lump sum payment of \$300, \$600, and \$900, in each respective year. If the State formalizes Juneteenth as a holiday it will be added to the contract as a paid day off.

REQUESTED COUNCIL ACTION:

Make a motion to approve the labor agreement between the City and the Clerical Union.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 24, 2022

AGENDA ITEM: Consider adopting a Resolution adopting the Itasca County All-Hazard Mitigation Plan.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The Hazard Mitigation Plan represents the efforts of local agencies in Itasca County in fulfilling the responsibility for hazard mitigation planning. The intent of the plan is to reduce the actual threat of specific hazards by limiting the impact of damages and loss. Adopting the Itasca County All-Hazard Mitigation Plan also enables the city to be eligible for any potential all-hazard mitigation funding that would be available through the federal government.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution adopting the Itasca County All-Hazard Mitigation Plan.

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

RESOLUTION NO. 22-

ADOPTION OF THE
ITASCA COUNTY ALL-HAZARD MITIGATION PLAN

WHEREAS, the City of Grand Rapids has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Itasca County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Itasca County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Itasca County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Itasca County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Itasca County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED that the City of Grand Rapids supports the hazard mitigation planning effort and wishes to adopt the Itasca County All-Hazard Mitigation Plan.

Adopted by the Council this 24th day of October, 2022.

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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