



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

## **CITY COUNCIL MEETING AGENDA**

**Monday, July 26, 2021**

**5:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Weekday, Monday, July 26, 2021 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 City Council minutes for Monday, July 12, 2021 Worksession and Regular meetings.

**VERIFIED CLAIMS:**

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

**ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:**

3. Acknowledge approved minutes for Boards & Commissions

June 9, 2021 Library Board Minutes

June 15, 2021 Golf Board Minutes

June 12, 15, 29, 2021 PUC Minutes

May 26, 2021 and June 17, 2021 Human Rights Minutes

**CONSENT AGENDA:**

4. Consider adopting a resolution approving LG230 Application to Conduct Off-Site Gambling for Confidence Learning Center.
5. Consider approving a contribution of \$5,000 to Mt. Itasca for artificial tracks on their ski jumps.
6. Consider adopting a resolution approving LG230 Application to Conduct Off-Site Gambling for Confidence Learning Center

- [7.](#) Consider amending Purchasing Policy to increase threshold amounts for Micro Purchases and Small Purchases.
- [8.](#) Consider adopting a resolution authorizing the 2021 budgeted operating transfers.
- [9.](#) Consider adopting a resolution accepting the donation of a picnic table from David and Sharon Marty to be placed on Crystal Lake Park.
- [10.](#) Consider approving the School Resource Agreement for the 2021 – 2022 School Year
- [11.](#) Consider entering into lease agreements with ISD 318 for use of the IRA Civic Center, Bob Streetar Field, and the Grand Rapids Sports Complex.
- [12.](#) Consider making a motion to retire a city asset at auction and utilize McLaughlin Auctioneers LLC.
- [13.](#) Consider approving easement related to Linda Lane Ditching project and authorize payment.
- [14.](#) Consider adopting a resolution authorizing the City to make application to the MN Department of Iron Range Resources and Rehabilitation Development Partnerships grant program for the Minnesota Autonomous Rural Transit (MARTI) Project.
- [15.](#) Consider approving temporary liquor license for Itasca Curling Club, event scheduled for August 14, 2021.
- [16.](#) Consider signing a Memorandum of Understanding (MOU) with the Itasca County Toward Zero Deaths Coalition.
- [17.](#) Consider adopting a resolution accepting \$50,000 grant from MN Department of Iron Range Resources and Rehabilitation Downtown Streetscapes Grant Program for the Grand Iron Range CAV Project
- [18.](#) Consider Amendment #1 to the Consulting Agreement with The Plum Catalyst
- [19.](#) Consider approving New Fire Hall Max Gray Construction Phase 2 Change Order #007.
- [20.](#) Consider approving temporary liquor license for Klockow Brewing Oktoberfest event.
- [21.](#) Consider approving an easement with Minnesota Power related to the Solar Project at the GPZ Airport.

SET REGULAR AGENDA:

ADMINISTRATION:

- [22.](#) Consider amending job description and reclassify Community Development Specialist to Zoning Administrator.

COMMUNITY DEVELOPMENT:

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

FINANCE:

- [24.](#) Consider adopting a resolution providing for the sale of \$1,235,000 Taxable General Obligation Refunding Bonds, Series 2021C.
- [25.](#) Consider adopting a resolution approving Demand Charge Agreement.
- [26.](#) Consider adopting a resolution providing for the sale of \$1,225,000 General Obligation Utility Refunding Bonds, Series 2021D.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 9, 2021 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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# GRAND RAPIDS CITY COUNCIL

## WORKSESSION MINUTES

Monday, July 12, 2021  
4:00 PM

**CALL TO ORDER:** Pursuant to due notice and call thereof a Worksession of the Grand Rapids City Council was held on Monday, July 12, 2021 at 4:04 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**ROLL CALL:** The following members were present: Mayor Dale Christy. Councilors: Dale Adams, Rick Blake, Tasha Connelly, Michelle Toven. Absent: None.

Staff present: Tom Pagel, Chad Sterle, Steve Schaar, Matt Wegwerth, Rob Mattei, Erik Scott

### BUSINESS

Discuss request for funding from Itasca Ski & Outing Club:

Bob Conzemius and Kurt Mangseth, representatives for ISO Club, presented plans for to install tracks on the 10, 15, 20 and 40 meter jumps, which would allow jumpers to begin training earlier in the season. The club has been fundraising, having brought in about \$25,000, leaving approximately \$10,000 left to reach the required \$35,000 to complete the project. The club is requesting the City of Grand Rapids provide \$5,000 in support and the remaining \$5,000 will be requested from Greenway Joint Recreation Association. Following presentation, the City Council asks staff to bring this request to the next City Council meeting for consideration.

### REVIEW OF REGULAR AGENDA

Upon review, items 12a and 12b are added to the consent agenda. No other changes or additions are noted.

### ADJOURN:

There being no further business, the meeting adjourned at 4:45 PM.

Respectfully submitted:

Kimberly Gibeau, City Clerk





## GRAND RAPIDS CITY COUNCIL

### MEETING MINUTES

Monday, July 12, 2021  
5:00 PM

**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, July 12, 2021 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:** On a call of roll, the following members were present: Mayor Christy, Councilors: Dale Adams, Rick Blake, Tasha Connelly, Michelle Toven. Absent: None.

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

#### PUBLIC FORUM:

#### COUNCIL REPORTS:

*Councilor Blake noted resident comments regarding beauty of City Hall building.  
Councilor Connelly noted investment at former Ainsworth site by US Commerce.  
Mayor Christy expresses thanks to Chief of Police Scott Johnson for his years of service.*

#### APPROVAL OF MINUTES:

- Consider approving minutes for June 28, 2021 Worksession & Regular Meetings

**Motion by Councilor Adams, Second by Councilor Connelly to approve minutes for June 28, 2021 Worksession and Regular meetings as presented. Motion carried by unanimous vote.**

#### VERIFIED CLAIMS:

- Consider approving the verified claims for June 22, 2021 – July 6, 2021 in the total amount of \$835,379.53 of which \$245,017.12 are investments.

**Motion by Councilor Toven, second by Councilor Blake to approve the verified claims in the total amount of \$835,379.53, and \$245,017.12 investments as presented. Motion carried by the following roll call vote: Aye: Adams, Connelly, Blake, Toven, Christy. Opposed: None.**

- Consider approving payment to Pyrotechnic Display Inc. for Independence Day Fireworks.

**Motion by Councilor Adams, second by Councilor Connelly to approve payment to Pyrotechnic Display Inc. for Independence Day Fireworks in the amount of \$16,500. Motion carried by the following roll call vote: Aye: Blake, Toven, Connelly, Adams, Christy. Opposed: None.**

CONSENT AGENDA: *Requests for City Council to consider approving the following:*

1. *Authorized* Mayor and City Clerk to sign Certificate of Support for City of Virginia supporting application for financial assistance with the USDA Rural Development Community Facilities Program.
  2. *Approved* hiring Pat Pollard as a regular part-time employee in the Engineering Department.
  3. *Adopted* Resolution 21-54, authorizing application to the MN Department of Iron Range Resources and Rehabilitation Downtown Streetscapes Grant Program.
  4. *Approved* purchase and payment of vehicle accessories from Towmaster for Public Works Department.
  5. *Approved* agreement with ESC Systems and International WHResponse Center for central station monitoring of fire alarm and panic alarm systems at Grand Rapids City Hall for a cost of \$678 per year.
  6. *Approved* amendment to hazmat contract between State of Minnesota and Grand Rapids Fire Department.
  7. *Adopted* Resolution 21-55, accepting Operation Round Up Grant from Lake Country Power in the amount of \$1,700.
  8. *Approved* Toward Zero Death grant application.
  9. *Approved* Certificate of Approval of Special Law and *Adopted* a Resolution 21-56, approving Laws 2021, First Special Session , Chapter 14, Article 8, Section 7, relating to allowing the City of Grand Rapids to impose a local sales tax. *Sales tax is for a specific project – IRA Civic Center and would be in place for approximately five to seven years.*
  10. *Approved* cooperative construction agreement with Itasca County for the CSAH 63 intersection project.
  11. *Accepted* notice of retirement from Chief of Police Scott Johnson.
  12. *Approved* employment contract and appointment of Steve Schaar to the position of Chief of Police as of August 1, 2021.
- 12a. *Approved* agreement with Toro Irrigation System for software support.
- 12b. *Approved* contract with McLaughlin Auctioneers LLC for the retirement of city assets.

**Motion by Councilor Adams, second by Councilor Toven to approve the Consent agenda with the addition of items 12a and 12b. Motion carried by the following roll call vote: Blake, Connelly, Toven, Adams, Christy. Opposed: None.**

ADJOURNMENT:

**There being no further business, the meeting adjourned at 5:16 PM.**

Respectfully submitted:

Kimberly Gibeau, City Clerk



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

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

**PREPARED BY:** Laura Pfeifer

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**BACKGROUND:**

N/A

**REQUESTED COUNCIL ACTION:**

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

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/26/2021

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
1800115	RTVISION INC	1,600.00
2609850	ZIX CORP SYSTEMS INC	2,187.50
T001370	JOSHUAH & LYNNEA SCHMITZ	7,262.06
	TOTAL	11,049.56
CITY WIDE		
1201275	LAFRENIERS HANDYMAN	415.00
1915248	SHI INTERNATIONAL CORP	144.00
2609850	ZIX CORP SYSTEMS INC	1,562.50
	TOTAL CITY WIDE	2,121.50
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN, CHARTERED	262.50
	TOTAL SPECIAL PROJECTS-NON BUDGETED	262.50
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,937.68
	TOTAL ADMINISTRATION	1,937.68
BUILDING MAINTENANCE-CITY HALL		
0118100	ARAMARK UNIFORM & CAREER	52.89
0701650	GARTNER REFRIGERATION CO	2,079.36
0920060	ITASCA COUNTY TREASURER	256.60
1309090	SUPERONE FOODS NORTH	4.94
1901535	SANDSTROM'S INC	194.84
	TOTAL BUILDING MAINTENANCE-CITY HALL	2,588.63
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	213.61
	TOTAL COMMUNITY DEVELOPMENT	213.61
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	22.99
0205640	LEAGUE OF MN CITIES INS TRUST	158.00

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VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FIRE		
0401804	DAVIS OIL INC	680.49
0601690	FASTENAL COMPANY	90.60
0920060	ITASCA COUNTY TREASURER	103.28
1200500	L&M SUPPLY	41.76
1301014	MACQUEEN EMERGENCY GROUP	1,865.00
1309090	SUPERONE FOODS NORTH	119.88
1321527	MUNICIPAL EMERGENCY SERVICES	13,671.52
1901535	SANDSTROM'S INC	918.35
	TOTAL FIRE	17,671.87
INFORMATION TECHNOLOGY		
0221650	BURGGRAF'S ACE HARDWARE	38.94
1915248	SHI INTERNATIONAL CORP	1,696.00
	TOTAL INFORMATION TECHNOLOGY	1,734.94
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	146.61
0103325	ACHESON TIRE INC	385.00
0104799	ADVANCED SERVICES INC	3,466.00
0212554	BLOOMERS GARDEN & LANDSCAPING	6,868.68
0221650	BURGGRAF'S ACE HARDWARE	217.79
0301685	CARQUEST AUTO PARTS	194.70
0315455	COLE HARDWARE INC	65.13
0401425	DAKOTA SUPPLY GROUP	158.34
0401804	DAVIS OIL INC	2,357.54
0501650	EARL F ANDERSEN	761.89
0601690	FASTENAL COMPANY	1,093.89
0718032	GRAND RAPIDS GREENHOUSE	6,478.77
0801825	HAWKINSON CONSTRUCTION CO INC	1,830.24
0801836	HAWKINSON SAND & GRAVEL	2,770.00
0920060	ITASCA COUNTY TREASURER	1,885.62
1200500	L&M SUPPLY	0.00
1303039	MCCOY CONSTRUCTION & FORESTRY	46.18
1415545	NORTHLAND LAWN & SPORT, LLC	65.25
1503150	OCCUPATIONAL DEVELOPMENT CTR	2,207.50
1621125	PUBLIC UTILITIES COMMISSION	50.12
1800115	RTVISION INC	800.00
1813125	RMB ENVIRONMENTAL	13.00
1900225	SEH	5,635.00
1908248	SHERWIN-WILLIAMS	95.08
2018560	TROUT ENTERPRISES INC	150.00
2305453	WESCO RECEIVABLES CORP	4,640.00

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INVOICES DUE ON/BEFORE 07/26/2021

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
PUBLIC WORKS		
TOTAL PUBLIC WORKS		42,382.33
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	14.71
0315455	COLE HARDWARE INC	6.37
0920060	ITASCA COUNTY TREASURER	86.22
1415484	NORTHERN LIGHTS TRUCK	363.82
TOTAL FLEET MAINTENANCE		471.12
POLICE		
0121725	AUTOMOTIVE ELECTRIC LLC	335.00
0205725	BETZ EXTINGUISHER COMPANY	80.00
0221650	BURGGRAF'S ACE HARDWARE	11.18
0301685	CARQUEST AUTO PARTS	343.47
0718060	GRAND RAPIDS HERALD REVIEW	406.00
0920060	ITASCA COUNTY TREASURER	3,453.33
1309167	MN BUREAU OF CRIMINAL	390.00
1605665	PERSONNEL DYNAMICS LLC	425.25
1920233	STREICHER'S INC	52.98
1920240	CHAD B STERLE	240.00
2000400	T J TOWING	100.00
TOTAL POLICE		5,837.21
CENTRAL SCHOOL		
0718010	CITY OF GRAND RAPIDS	4,500.00
1801610	RAPIDS PLUMBING & HEATING INC	493.50
1901535	SANDSTROM'S INC	82.16
2018680	TRU NORTH ELECTRIC LLC	120.00
TOTAL		5,195.66
AIRPORT		
0401804	DAVIS OIL INC	60.00
0504825	EDWARDS OIL INC	458.54
0920060	ITASCA COUNTY TREASURER	185.44
1415545	NORTHLAND LAWN & SPORT, LLC	31.50
TOTAL		735.48

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INVOICES DUE ON/BEFORE 07/26/2021

VENDOR #	NAME	AMOUNT DUE
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CIVIC CENTER		
GENERAL ADMINISTRATION		
0701650	GARTNER REFRIGERATION CO	2,019.83
0920060	ITASCA COUNTY TREASURER	45.64
1901309	SAIGER'S STEAM CLEAN LLC	2,221.80
	TOTAL GENERAL ADMINISTRATION	4,287.27
STATE HAZ-MAT RESPONSE TEAM		
0401804	DAVIS OIL INC	97.48
0920060	ITASCA COUNTY TREASURER	89.36
	TOTAL	186.84
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	100.59
0920060	ITASCA COUNTY TREASURER	51.78
	TOTAL	152.37
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	163.82
2018680	TRU NORTH ELECTRIC LLC	376.80
	TOTAL	540.62
GO RFDG BONDS 2017B		
2100265	U.S. BANK	13,425.00
	TOTAL	13,425.00
GO ST RECON & CIP 2018A		
2100265	U.S. BANK	26,893.75
	TOTAL	26,893.75
GO & ABATEMENT BOND 2019A		

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VENDOR #	NAME	AMOUNT DUE
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GO & ABATEMENT BOND 2019A		
2100265	U.S. BANK	18,965.00
	TOTAL	18,965.00
GO STREET RECONST BONDS 2020A		
2100265	U.S. BANK	29,453.98
	TOTAL	29,453.98
GO IMP BONDS 2009C		
2305447	WELLS FARGO BANK NA	36,460.00
	TOTAL	36,460.00
GO IMP, CIP & REFUNDING 2010A		
2305447	WELLS FARGO BANK NA	5,318.75
	TOTAL	5,318.75
GO IMP & RFNDING BONDS 2011B		
2305447	WELLS FARGO BANK NA	6,436.25
	TOTAL	6,436.25
GO IMPROVEMENT BONDS 2012A		
2305447	WELLS FARGO BANK NA	16,361.25
	TOTAL	16,361.25
GO IMPRV RECONST BONDS 2013B		
2100265	U.S. BANK	37,793.75
	TOTAL	37,793.75



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INVOICES DUE ON/BEFORE 07/26/2021

VENDOR #	NAME	AMOUNT DUE
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GO IMP BONDS 2014A		
2100265	U.S. BANK	19,565.00
	TOTAL	19,565.00
GO IMPRV RECONST BONDS 2016A		
2100265	U.S. BANK	16,930.00
	TOTAL	16,930.00
GO IMPRV RECONST BONDS 2017A		
2100265	U.S. BANK	28,462.50
	TOTAL	28,462.50
1ST AVE CONDO ABATEMENT		
0100000	1ST AVE CONDOMINIUMS LLC	22,024.64
	TOTAL	22,024.64
TIF 1-8 LAKEWOOD APTS		
1201450	LAKWOOD HEIGHTS	15,947.98
	TOTAL	15,947.98
TIF 1-6 OLD HOSPITAL BONDS		
2100265	U.S. BANK	8,787.50
	TOTAL	8,787.50
TIF 1-7 BLK 37 REDEVELOPMENT		
0718070	GRAND RAPIDS STATE BANK	7,768.77
	TOTAL	7,768.77

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VENDOR #	NAME	AMOUNT DUE
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TIF 1-6 OLD HOSP HSING PAYGO		
0717989	GRAND PLAZA HOUSING	13,283.39
	TOTAL	13,283.39
TIF 1-10 RIVER HILLS APT		
1809793	RIVER HILLS OF GR, LLC	28,061.73
	TOTAL	28,061.73
GENERAL CAPITAL IMPRV PROJECTS		
1100545	KAXE	50,000.00
T000676	NORTH HOMES INC	135,455.00
	TOTAL	185,455.00
PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
0612083	FLAGSHIP RECREATION	2,928.00
1900225	SEH	450.00
	TOTAL MS RIVER PARK	3,378.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-PUBLIC WORKS		
0100046	ASV HOLDINGS INC	74,053.50
	TOTAL CAPITAL OUTLAY-PUBLIC WORKS	74,053.50
CAPITAL OUTLAY-POLICE		
0221650	BURGGRAF'S ACE HARDWARE	437.97
0513233	EMERGENCY AUTOMOTIVE TECH INC	16,459.17
	TOTAL CAPITAL OUTLAY-POLICE	16,897.14
AIRPORT CAPITAL IMPRV PROJECTS		
RUNWAY 16/34 RECONSTRUCTION		
1900225	SEH	24,955.00
	TOTAL RUNWAY 16/34 RECONSTRUCTION	24,955.00

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VENDOR #	NAME	AMOUNT DUE
-----		
2020	INFRASTRUCTURE BONDS	
	2019 STREET IMP PROJECT	
1900225	SEH	5,476.50
	TOTAL 2019 STREET IMP PROJECT	5,476.50
2021	INFRASTRUCTURE BONDS	
	CP2020/FD-1 NEW FIRE HALL	
0100024	A-Z ELECTRIC INC	5,533.72
0102697	ABSOLUTE FIRE PROTECTION INC	950.00
0218115	BRAUN INTERTEC CORPORATION	11,935.00
0421470	DSC COMMUNICATIONS	29,500.10
0601690	FASTENAL COMPANY	381.51
0900055	ICS CONSULTING INC	47,645.04
1303050	MCDOWALL COMPANY	1,245.46
1908090	SHANNON'S INC	39,975.62
2000520	TNC INDUSTRIES INC	68,587.00
2000522	TNT CONSTRUCTION GROUP, LLC	17,512.37
	TOTAL CP2020/FD-1 NEW FIRE HALL	223,265.82
CP 2021-2	5TH STREET SW	
1900225	SEH	14,792.85
2000522	TNT CONSTRUCTION GROUP, LLC	23,217.24
T001038	NTS	911.00
	TOTAL CP 2021-2 5TH STREET SW	38,921.09
2015-3	HIGHWAY 2 WEST TRAIL	
0801825	HAWKINSON CONSTRUCTION CO INC	1,762.50
1900225	SEH	12,454.20
2000522	TNT CONSTRUCTION GROUP, LLC	3,392.35
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	17,609.05
DACF/PD	EXPANSION	
0900055	ICS CONSULTING INC	2,905.60
2000522	TNT CONSTRUCTION GROUP, LLC	10,597.26
	TOTAL DACF/PD EXPANSION	13,502.86
2022	INFRASTRUCTURE BONDS	
	IRA CIVIC CENTER RENOVATION	

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VENDOR #	NAME	AMOUNT DUE
-----		
2022	INFRASTRUCTURE BONDS	
	IRA CIVIC CENTER RENOVATION	
0900055	ICS CONSULTING INC	349,284.00
	TOTAL IRA CIVIC CENTER RENOVATION	349,284.00
STORM WATER UTILITY		
0212554	BLOOMERS GARDEN & LANDSCAPING	479.28
0301685	CARQUEST AUTO PARTS	54.54
0401804	DAVIS OIL INC	1,489.46
0920060	ITASCA COUNTY TREASURER	310.21
1809154	RICHARD RYSAVY	50.00
1900225	SEH	150.00
	TOTAL	2,533.49
LODGING TAX		
1920240	CHAD B STERLE	320.00
	TOTAL	320.00
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$1,404,959.88
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	1,389.02
0113105	AMAZON CAPITAL SERVICES	467.72
0305530	CENTURYLINK QC	259.00
0315543	CONSTELLATION NEWENERGY -GAS	207.40
0718015	GRAND RAPIDS CITY PAYROLL	290,562.74
0718070	GRAND RAPIDS STATE BANK	809.05
0809115	HIBBING COMMUNITY COLLEGE	950.00
0815440	HOLIDAY STATIONSTORES LLC	1,241.55
0900060	ICTV	7,703.24
0920055	ITASCA COUNTY RECORDER	230.00
1301145	MARCO TECHNOLOGIES, LLC	60.00
1301146	MARCO TECHNOLOGIES, LLC	1,380.29
1309098	MINNESOTA MN IT SERVICES	439.88
1309193	MN FIRE SERV CERTIFICATION BRD	600.00
1309199	MINNESOTA ENERGY RESOURCES	315.44
1309302	MN DEPT OF PUBLIC SAFETY	14.25
1309332	MN STATE RETIREMENT SYSTEM	4,848.00
1309335	MINNESOTA REVENUE	7,136.00
1405850	NEXTERA COMMUNICATIONS LLC	459.94
1516220	OPERATING ENGINEERS LOCAL #49	110,574.00

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INVOICES DUE ON/BEFORE 07/26/2021

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1621125	PUBLIC UTILITIES COMMISSION	138.06
1621130	P.U.C.	32,593.97
1625650	PYROTECHNIC DISPLAY INC	16,500.00
2100265	U.S. BANK	600.00
2209665	VISA	8,045.33
2209705	VISIT GRAND RAPIDS INC	26,127.61
2301700	WM CORPORATE SERVICES, INC	3,408.22
T001434	CROSSOVER TOURING, LLC	17,500.00
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$534,560.71
	TOTAL ALL DEPARTMENTS	\$1,939,520.59



## REQUEST FOR CITY COUNCIL ACTION

**AGENDA DATE:** July 26, 2021  
**AGENDA ITEM:** Acknowledge approved minutes for Boards & Commissions  
**PREPARED BY:** Kim Gibeau, City Clerk

---

### **BACKGROUND:**

Boards & Commissions of the City of Grand Rapids submit approved minutes for Council review and acknowledgment.

June 9, 2021 Library Board Minutes

June 15, 2021 Golf Board Minutes

June 12, 15, 29, 2021 PUC Minutes

May 26, 2021 and June 17, 2021 Human Rights Minutes

### **REQUESTED COUNCIL ACTION:**

Acknowledge minutes for boards and commissions

## Library Board Meeting Minutes

City Council Chambers

June 9, 2021 5:00 P.M.

### **Call to Order**

Vice President Martin called meeting to order at 5:00pm.

### **Roll Call**

Present: Blocker, Kee, Martin, Tabbert, Teigland

Absent: Lassen, MacDonell, Richards, Thouin

Staff present: Will Richter, Library Director

### **Approval of Agenda**

Motion to: approve agenda as presented

Mover: Blocker

Second: Kee

Result: approved 5-0 on a roll call vote; ayes: Blocker, Kee, Martin, Tabbert, Teigland

### **Public Comment**

No public comment received.

### **Minutes – Approval of May Minutes**

Motion to: approve May minutes as presented

Mover: Blocker

Second: Teigland

Result: approved 5-0 on a roll call vote; ayes: Blocker, Kee, Martin, Tabbert, Teigland

### **Communications**

None

Handwritten text at the top of the page, possibly a title or header.

Main body of handwritten text, consisting of several paragraphs of cursive script.



## **Friends & Foundation Updates**

Friends update by Richter:

1. Friends book store has been busy and patrons are donating generously
2. June 24<sup>th</sup> pop up book sale
3. Friends have new work space at the Library

Foundation update by Tabbert:

1. Meeting next week June 17th
2. Children's Librarian Tracy Kampa spoke at our last meeting

## **Financial Report (Roll Call Vote Required)**

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

Mover: Blocker

Secunder: Teigland

Result: approved 5-0 on a roll call vote; ayes: Blocker, Kee, Martin, Tabbert, Teigland

## **Staff Reports**

Library Director provided a summary of staff reports highlighting the following areas:

1. Rotary talk
2. Summer reading started; stay tuned for 8/18/21 celebration event
3. Satellite vaccination clinic was held at the Library; continue to utilize the building as a community resource
4. Early retirement incentive for eligible City employees
5. Thank you Dick for prepping the fishing poles; Library champions volunteer in a variety of ways

## **Old Business**

City email required for Boards and Commissions – Informational

## **New Business**

### **Consent Agenda (Roll Call Vote Required)**

None

**Regular Agenda**

1. Approve Deb Moebakken, Public Services Clerk I, change to part time status (20-28 hours per week) retroactive to June 1, 2021. (City Council has approved)

Motion to: approve Deb as stated above

Mover: Teigland

Secunder: Blocker

Result: approved 5-0 on a roll call vote; ayes: Blocker, Kee, Martin, Tabbert, Teigland

2. Approve appointing Amanda Watkins to the position of Public Services Clerk I (part time 20-28 hours per week) at a rate of \$17.24 per hour effective June 15, 2021. (Pending City Council approval June 14, 2021)

Motion to: approve Amanda as stated above

Mover: Blocker

Secunder: Kee

Result: approved 5-0 on a roll call vote; ayes: Blocker, Kee, Martin, Tabbert, Teigland

3. Bike rack progress update – Concrete slab was poured.

**Adjourn**

Motion to: adjourn

Mover: Tabbert

Secunder: Kee

Result: Meeting adjourned at 5:32pm by unanimous roll call vote; ayes: Blocker, Kee, Martin, Tabbert, Teigland

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Respectfully submitted,

A handwritten signature in black ink that reads "Lisa Tabbert". The signature is written in a cursive style with a large initial "L" and a long horizontal stroke at the end.

Lisa Tabbert

Library Board Secretary

DATE: 06/02/2021  
 TIME: 13:31:06  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 06/09/2021

VENDOR #	NAME	AMOUNT DUE
PUBLIC LIBRARY		
0100010	5 STAR PEST CONTROL &	485.00
0113100	AMAZON.COM	259.02
0118100	ARAMARK UNIFORM & CAREER	88.80
0118660	ARROWHEAD LIBRARY SYSTEM	3.90
0201428	BAKER & TAYLOR LLC	1,960.83
0212124	BLACKSTONE PUBLISHING	2.25
0718010	CITY OF GRAND RAPIDS	1,663.64
0718060	GRAND RAPIDS HERALD REVIEW	105.00
0914325	INGRAM ENTERTAINMENT INC.	110.19
1205850	LEXIS NEXIS	299.31
1415377	NORTHERN BUSINESS PRODUCTS INC	330.74
1605665	PERSONNEL DYNAMICS LLC	1,349.02
1901535	SANDSTROM'S INC	82.16
2008551	THOMSON REUTERS - WEST	1,057.00
2209421	VIKING ELECTRIC SUPPLY INC	107.28
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$7,904.14

CHECKS ISSUED-PRIOR APPROVAL  
 PRIOR APPROVAL

0100053	AT&T MOBILITY	135.15
0605191	FIDELITY SECURITY LIFE	13.80
0718015	GRAND RAPIDS CITY PAYROLL	34,126.94
1209516	LINCOLN NATIONAL LIFE	45.60
1301146	MARCO TECHNOLOGIES, LLC	120.43
1309199	MINNESOTA ENERGY RESOURCES	461.78
1309335	MINNESOTA REVENUE	3.91
1405850	NEXTERA COMMUNICATIONS LLC	150.33
1516220	OPERATING ENGINEERS LOCAL #49	7,635.00
1601750	PAUL BUNYAN COMMUNICATIONS	248.20
1621130	P.U.C.	2,355.52
2114750	UNUM LIFE INSURANCE CO OF AMER	12.90
2209665	VISA	242.51
2301700	WM CORPORATE SERVICES, INC	129.61

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$45,681.68

TOTAL ALL DEPARTMENTS \$53,585.82



**POKEGAMA GOLF COURSE BOARD MEETING  
JUNE 15, 2021 AT 7:30AM AT POKEGAMA GOLF COURSE**

The meeting was called to order by Brad at 7:30am.

Attendees: Rick McDonald, John Bauer, Bob Cahill, Steve Ross, Pat Pollard, Kelly Kirwin and Brad Gallop

**Pat made a motion to approve the May Minutes. Rick Second. Motion Carried.**

Financials and bills were reviewed. Bob made a couple comments to note: that this is the final payment on the four new pieces of equipment, the payment to Eagle Ridge is for the shared order of new range balls, the Rapids Plumbing bill is for the septic pumps that went out. Bob also reminded us that the \$14K to the city for the irrigation goes through 2024 and the clubhouse payment of \$15K goes through 2025. **Rick made a motion to approve the June bills in the amount of \$114,150.58. John Second. Motion Carried.**

Reports: Steve Ross gave an update on the golf course. Our greatest feedback is the very slow speed of the greens and Steve and his crew are working hard to speed up the greens. We should see an improvement very soon. Watering and hand watering greens is taking up a lot of their time right now, but they are doing a good job. Asked if he is short staffed, Steve said he could use a few more kids to help with the watering so the rest of his team can help more with mowing. A comment was made how valuable the second greens mower would be right now because with the top dressing of greens, this is hard on the current mower reels and we are spending so much time in the shop sharpening the greens mower reels. New cart paths look good, but where the old path ties in to the new path is not ideal. Bob said he and Steve will work on an inventory of where the next phase of cart paths need to be and if we should look at some seal coating for now to help tie everything together. John commented that we should look at adding a bunker to the short-side, left of #15 green where all of the trees were removed. The removal of the trees really took away the shape of the whole and we need to do something to bring that back.

Nate Morlan joined us to speak to the Range Cornice & Roofing Company quote and plan for the maintenance building. **Rick made a motion to move forward with the proposal from Range Cornice & Roofing Co in the amount of \$53,888 for the roofing project for the maintenance building with the understanding that this is pending the review of the project by an engineer and the price is subject to change due to materials. Any major changes to the plan or pricing quote will come back to the next Golf Board Meeting in July by Nate. John Second the motion. Motion Carried.**

Bob gave an update about the golf course and emphasized that financials are strong for the year. Junior golf numbers are up and we are in need of more volunteers to help with the program. John made a recommendation to move the red tees to the tee box in front of the hazard on #13. Everyone felt this is a good plan and this will be done. If we are to do this long-term we will need to update the scorecards for tournament play.

Meeting was adjourned by Brad. Second by Pat. Meeting Closed.

Minutes respectfully submitted by Kelly Kirwin.



# CITY OF GRAND RAPIDS

## Minutes – Final

### Public Utilities Commission

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Tuesday, June 15, 2021

4:00 PM

Conference Room of Public Utilities  
Service Center

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#### CALL TO ORDER

Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Tuesday, June 15, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

**BE ADVISED:** Pursuant to Minnesota Statute 13D.021, Subdivision 1, some or all members may appear by telephone or other electronic means.

The meeting was accessible to the public by phone via Microsoft Teams by dialing 1-612-601-1964 and entering conference ID, enter 902 079 953#, as stated in the published agenda.

#### CALL OF ROLL

President Tom Stanley announced the Roll Call, requesting members of the Commission present in the Meeting Room or via Microsoft Teams to please indicate their presence by stating “here” as he called their names. Present in the meeting room were President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

**Present** - 5 - President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

Others present in the conference room: General Manager Kennedy, Electric Department Manager Goodell, Business Services Manager Lane, Mike Kane of Greater Insurance Services of MN, and Pete Garsow of ICTV.

There was no attendance at this meeting via Microsoft Teams.

#### MEETING PROTOCOL POLICY

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC’S desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 ext. 1 and we will provide you with a copy of the policy.

1. Acknowledge proper posting of the change in the regular meeting date.

President Stanley acknowledged the proper posting of the change in the regular meeting date.



2. Consider a motion to approve the July 1, 2021 renewal of the General Liability and Commercial Property Insurance with League of MN Cities Insurance Trust in the amount of \$111,440.00 and authorize the President to sign the annual Liability Coverage Waiver Form accepting the monetary limits on municipal tort liability established by Minn. Statute § 466.04.

Mike Kane of Greater Insurance Service of MN (GISMN) reviewed the General Liability and Commercial Property Insurance renewal quote from the League of Minnesota Cities Insurance Trust with the Commission.

A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Blake, to approve the July 1, 2021 renewal of the General Liability and Commercial Property Insurance with League of MN Cities Insurance Trust in the amount of \$111,440.00 and authorize the President to sign the annual Liability Coverage Waiver Form accepting the monetary limits on municipal tort liability established by Minn. Statute § 466.04. The motion carried by the following vote:

**Aye:** President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith

### APPROVAL OF MINUTES

3. Consider a motion to approve the minutes of the May 12, 2021 regular meeting and the May 25, 2021 special meeting.

A motion was made by Commissioner Rick Smith, seconded by Commissioner Luke Francisco, to approve the minutes of the May 12, 2021 regular meeting and the May 25, 2021 special meeting. The motion carried by the following vote:

**Aye:** President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith

### PUBLIC FORUM

If you wish to address the Commission under the public forum, see above information to access the meeting via Teams by phone.

None present.

### COMMISSION REPORTS

No items.

### CONSENT AGENDA

Any item on the consent agenda shall be removed for consideration by request of any one Commission member, Utility staff, or the public and put on the regular agenda for discussion and consideration.

A motion was made by Commissioner Rick Blake, seconded by Secretary Kathy Kooda, to approve the Consent Agenda as presented. The motion carried by the following vote:

**Aye:** President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

4. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for May 2021.

**Approved by consent roll call.**

5. Consider a motion to approve the write off of June uncollectible accounts in the amount of \$263.73.

**Approved by consent roll call.**

6. Consider a motion to approve the 2021 MMUA delegation form.

**Approved by consent roll call.**

7. Consider a motion to authorize the sale of surplus equipment.

**Approved by consent roll call.**

#### **SETTING OF REGULAR AGENDA**

This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Smith, to approve the Regular Agenda, as presented. The motion carried the by following vote:

**Aye:** President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

#### **ADMINISTRATION DEPARTMENT**

8. Review the June Administration Department Report.

General Manager Kennedy reviewed the June Administration Department Report with the Commission.

9. Consider a motion to approve the updated Administrative/HR Assistant position description and authorize the internal posting and if needed, the subsequent external advertising for the position.

A motion was made by Commissioner Luke Francisco, seconded by Secretary Kathy Kooda, to approve the updated Administrative/HR Assistant position description and authorize the internal posting and if needed, the subsequent external advertising for the position. The motion carried the by following vote:

**Aye:** President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

10. Consider a motion to approve the Procurement Policy, G.030.

A motion was made by Commissioner Rick Smith, seconded by Commissioner Rick Blake, to approve

the Procurement Policy, G.030. The motion carried the by following vote:

**Aye:** President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

11. Consider a motion to grant settlement authority to Attorney Brian Bengtson for a claim involving a sewer backup at 729 NE Sixth Avenue.

A motion was made by Commissioner Rick Blake, seconded by Commissioner Luke Francisco, to grant settlement authority to Attorney Brian Bengtson for a claim involving a sewer backup at 729 NE Sixth Avenue. The motion carried the by following vote:

**Aye:** President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

#### **BUSINESS SERVICES DEPARTMENT**

12. Review the June Business Services Department Report.

Business Services Manager Lane reviewed the June Business Services Department Report with the Commission.

#### **ELECTRIC DEPARTMENT**

13. Review the June Electric Department Report.

Electric Department Manager Goodell reviewed the June Electric Department Report with the Commission.

#### **WATER AND WASTEWATER DEPARTMENT**

14. Review the June Water-Wastewater Department Report.

General Manager Kennedy reviewed the June Water and Wastewater Department Report with the Commission.

#### **SAFETY REPORT**

15. Review the June Safety Report.

General Manager Kennedy reviewed the June Safety Report with the Commission.

#### **VERIFIED CLAIMS**

16. Consider a motion to approve the verified claims for May in the amount of \$1,980,736.35 (Computer Check Register \$1,523,960.77 and Manual Check Register \$456,775.58).

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A motion was made by Commissioner Luke Francisco, seconded by Secretary Kathy Kooda to approve the verified claims for May in the amount of \$1,980,736.35 (Computer Check Register \$1,523,960.77 and Manual Check Register \$456,775.58). The motion carried by the following vote:

**Aye:** President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith

## ADJOURNMENT

The next Special Meeting/Work Session is scheduled for Tuesday, June 29, 2021 at 8:00 a.m. in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is Wednesday, July 14, 2021 at 4:00 p.m. in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

By call of the chair, the regular meeting was declared adjourned at 5:11 PM.

Respectfully submitted: Christine Flannigan, Administrative/HR Assistant

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Thomas G. Stanley, President

Attest:

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Kathleen M. Kooda, Secretary

**PUBLIC UTILITIES COMMISSION  
ACCOUNTS PAYABLE  
MAY 2021  
(Meeting Date: 6/15/2021)**

Item 3.

NAME	AMOUNT	NAME	AMOUNT
Advantage Systems Group	662.50	Minnesota Power	1,045,504.15
Amaril Uniform Company	530.04	Minnesota Rural Water Association	300.00
Aramark	261.27	Minuteman Press	811.88
Bemidji Steel Company	1,664.45	Nalco Water	338.25
Burgraff's Ace	107.95	Nextera	636.73
The Busy Bees QCS	2,066.02	North Central Laboratories	208.54
CarQuest	243.78	Northern Business Products	379.61
Casper Construction	35,138.22	Novaspect	3,797.39
Central McGowan	600.00	Pace Analytical	1,040.84
City of Grand Rapids	5,788.29	Personnel Dynamics LLC	1,228.54
Cogsdale	30,397.50	Pitney Bowes	2,274.96
Coles	1,198.36	Public Utilities	3,378.04
Compass Minerals	3,769.24	Quality Flow Systems	925.00
Cooperative Response Center	1,856.85	James Radtke	6,831.12
Core & Main	1,003.91	Rapid Pest Control	101.75
CW Technology	36,854.65	Rapids Welding Supply	62.31
Davis Petroleum	2,620.82	Reese Rubber Stamp Co	30.00
Dakota Fluid Power, Inc	82.70	Resco	27,608.00
Dakota Supply Group	609.67	RMB Environmental Lab	1,069.00
Electric Pump	7,673.89	Rob's Bobcat Service	7,918.75
Environmental Consulting & Testing	1,500.00	Sandstroms	713.05
Fastenal	1,183.41	Stuart Irby	59,700.00
Ferguson	729.91	Subsurface Solutions	8,329.39
Flow Measurement and Control	682.00	Team Marinucci/Nuch's	66.00
Frontier Energy	2,164.18	Telcologix, LLC	69.50
Gopher State One Call	364.50	Treasure Bay Printing	72.00
Grainger	205.20	TNT Aggregates LLC	2,595.00
Graybar	3,496.24	United Rentals	477.73
Hach	64.49	Viking Electric	1,544.65
Hawkins	9,918.79	Waste Management	1,582.64
Hunt Electric Corporation	3,482.09	Wells Fargo- CF	577.00
Infinity Graphix & Designs	117.28	Wells Fargo- JG	8,580.32
Ingersoll Rand	10,164.67	Wells Fargo- JK	962.08
inLighten	788.00	Wells Fargo- SM	783.36
Itasca County Treasurer	1,575.39	Wesco	6,971.49
Itasca Utilities, Inc	2,389.75	Widseth	12,820.00
Jamar Service	17,285.83	Xerox	81.04
KOZY	1,892.50	YRC Freight	862.88
L & M Supply	194.14		
Lano, Nelson & Bengtson	1,598.50		
League of Minnesota Cities	111,438.00	Appliance Rebate:	
Lease Landscaping Inc	1,007.32	Michael Russell	35.00
Macqueen Equipment	3,141.33		
Steve Mattson	46.48		
Meds-1	226.90		
Metro Sales	833.98		
Minnesota Department of Commerce	3,071.79		
			1,523,960.77

### May 2021 Check Register

Document Date	Check #	Vendor Name	Document Amount	
5/3/2021	4381	Northeast Service Cooperative	3,982.00	5/31/2021
5/3/2021	4382	Further	1,800.00	5/31/2021
5/5/2021	4383	Further	28.57	5/31/2021
5/6/2021	4384	Invoice Cloud	2,459.85	5/31/2021
5/10/2021	4385	Public Employees Retirement Association	14,511.66	5/10/2021
5/10/2021	4386	Minnesota Dept. of Revenue	4,514.79	5/10/2021
5/10/2021	4387	Wells Fargo Bank	27,119.63	5/10/2021
5/10/2021	4388	Empower Retirement	8,873.47	5/10/2021
5/7/2021	4389	Further	1,601.26	5/31/2021
5/19/2021	4390	Minnesota Department of Revenue	57,386.00	5/31/2021
5/21/2021	4391	Public Employees Retirement Association	14,165.65	5/21/2021
5/21/2021	4392	Minnesota Dept. of Revenue	4,455.70	5/21/2021
5/21/2021	4393	Wells Fargo Bank	26,905.89	5/21/2021
5/21/2021	4394	Empower Retirement	8,617.28	5/21/2021
5/21/2021	4395	Further	1,401.26	5/31/2021
5/27/2021	4396	Northeast Service Cooperative	49,572.00	5/31/2021
5/3/2021	78057	Customer Refunds- Lisa K Davis	85.89	5/31/2021
5/3/2021	78058	Customer Refunds- Benjamin H Quirk	96.67	5/31/2021
5/5/2021	78059	Environmental Resource Associates	581.20	5/5/2021 **
5/5/2021	78060	Verizon Wireless	579.22	5/5/2021
5/6/2021	78061	Customer Refunds- Tabatha J Carlson	61.50	5/31/2021
5/6/2021	78062	Further	99.00	5/6/2021
5/7/2021	78063	NCPERS Group Life Ins	128.00	5/7/2021
5/13/2021	78064	Mercedes-Benz Financial Services USA LLC	61,565.56	5/13/2021
5/13/2021	78065	Minnesota Energy Resources Corp.	294.84	5/13/2021
5/13/2021	78066	Customer Refunds- PSD LLC	447.70	5/31/2021
5/13/2021	78067	Customer Refunds- Nicholas A Lussier & Jennifer C Frach	26.94	5/31/2021
5/18/2021	78137	Voided		
5/18/2021	78138	Postage By Phone System	3,000.00	5/31/2021
5/20/2021	78139	Customer Refunds- Janice M Erickson	112.95	5/31/2021
5/21/2021	78140	Minnesota Council 65	1,673.30	5/21/2021
5/21/2021	78141	AFSCME PEOPLE	20.00	5/21/2021
5/24/2021	78142	Customer Refunds- Diane Holcomb	495.00	5/31/2021
5/26/2021	78143	City of LaPrairie	13,321.64	5/31/2021
5/26/2021	78144	Customer Refunds- Carlos B Guerra	74.89	5/31/2021
5/27/2021	78172	First Net / AT & T Mobility	347.45	5/27/2021
5/27/2021	78173	Langer, Stephen A	363.71	5/27/2021
5/27/2021	78174	Minnesota Energy Resources Corp.	18.00	5/27/2021
5/27/2021	78175	Minnesota Pollution Control Agency	15.00	5/27/2021
5/27/2021	78176	Minnesota WOA	1,085.00	5/27/2021
5/27/2021	78177	United Parcel Service	43.25	5/27/2021
5/27/2021	78178	UNUM Life Insurance Co of America	2,369.72	5/27/2021
5/27/2021	78179	Verizon Wireless	1,401.49	5/27/2021
5/27/2021	78180	Waste Management of WI-MN	677.34	5/27/2021
5/28/2021	78181	Hanna, Riley	96.00	5/28/2021

5/28/2021 78182	Schmitt, Jim	426.96	5/28/2021
5/31/2021 78183	City of Grand Rapids	72,333.33	5/31/2021
5/28/2021 78184	City of Grand Rapids	273.00	5/31/2021
5/28/2021 78185	City of Grand Rapids	67,266.02	5/31/2021

Checks Previously Approved	<u>581.20</u>
Manual Checks to be approved	<u>456,194.38</u>
<b>Total Manual Checks</b>	<b>456,775.58</b>



# CITY OF GRAND RAPIDS

## Minutes – Final

### Public Utilities Commission

---

Tuesday, June 15, 2021

3:30 PM

Conference Room of Public Utilities  
Service Center

---

#### CALL TO ORDER

Pursuant to due notice and call thereof, a Closed Meeting of the Grand Rapids Public Utilities Commission was held on Tuesday, June 15, 2021 at 3:30 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

#### CALL OF ROLL

**Present** - 5 - President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

Others present in the conference room: General Manager Kennedy and Attorney Brian Bengtson.

1. Acknowledge proper posting of the closed meeting date, time, and purpose.

President Stanley acknowledged the proper posting of the closed meeting date, time, and purpose.

2. Close the meeting to review and discuss pending or threatened litigation involving sewer backup claims, pursuant to Minn. Stat. 13D.05, subd. 3(b).

A motion was made by Commissioner Rick Blake, seconded by Secretary Kathy Kooda, to close the meeting to review and discuss pending or threatened litigation involving sewer backup claims, pursuant to Minn. Stat. 13D.05, subd. 3(b). The motion carried by the following vote:

**Aye:** President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

Attorney Brain Bengtson reviewed and discussed pending or threatened litigation involving sewer backup claims with the Commission.

A motion was made by Commissioner Rick Blake, seconded by Commissioner Luke Francisco, to open the closed meeting and adjourn the meeting. The motion carried by the following vote:

**Aye:** President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

No further discussion or action was taken at this meeting.

#### ADJOURNMENT

By call of the chair, the meeting was declared adjourned at 4:00 PM.

Respectfully submitted: Christine Flannigan, Administrative/HR Assistant.



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Thomas G. Stanley, President

Attest:

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Kathleen M. Kooda, Secretary



# CITY OF GRAND RAPIDS

## Minutes – Final

### Public Utilities Commission

---

Tuesday, June 29, 2021

8:00 AM

Conference Room of Public Utilities  
Service Center

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#### CALL TO ORDER

Pursuant to due notice and call thereof, a Special Meeting/Work Session of the Grand Rapids Public Utilities Commission was held on Tuesday, June 29, 2021 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

#### CALL OF ROLL

**Present** - 4 - President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, and Commissioner Rick Smith.

**Absent** – 1 – Commissioner Luke Francisco.

Others present in the conference room: General Manager Kennedy, Business Services Manager Lane, and Administrative/HR Assistant Flannigan.

1. Acknowledge proper posting of the special meeting/work session date, time, and purpose.

President Stanley acknowledged the proper posting of the special meeting/work session date, time, and purpose.

2. Consider a motion to approve the verified claims in the amount of \$123,803.48 (Computer Check Register \$123,803.48).

A motion was made by Secretary Kathy Kooda, seconded by Commissioner Rick Blake, to approve the verified claims in the amount of \$123,803.48 (Computer Check Register \$123,803.48). The motion carried by the following vote:

**Aye:** President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, and Commissioner Rick Smith.

3. Discussion on the Wholesale Electric Service Agreement negotiations.

General Manager Kennedy updated the Commission on the Northeastern Minnesota Municipal Power Agency (NEMMPA) Wholesale Power Electric Service Agreement negotiations.

4. Governance discussion.

Business Services Manager Lane reviewed a draft of the proposed Debt Policy with the Commission. Discussion followed. The policy will be on the July regular meeting agenda for consideration of approval.

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**ADJOURNMENT**

The next Regular Meeting of the Commission is Wednesday, July 14, 2021 at 4:00 p.m. in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Special Meeting/Work Session is scheduled for Tuesday, July 27, 2021 at 8:00 a.m. in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

By call of the chair, the regular meeting was declared adjourned at 9:35 AM.

Respectfully submitted: Christine Flannigan, Administrative/HR Assistant

\_\_\_\_\_  
Thomas G. Stanley, President

Attest:

\_\_\_\_\_  
Kathleen M. Kooda, Secretary

Public Utilities Commission  
Accounts Payable  
May/June 2021  
(Meeting Date: (6/29/2021))

Item 3.

<b>NAME</b>	<b>AMOUNT</b>	<b>NAME</b>	<b>AMOUNT</b>
Amaril	3,443.54	Macqueen Equipment	318.87
American Public Power	50.00	McMaster-Carr	1,006.42
Aramark	173.74	Minnesota Municipal Utilities	1,015.00
Baker Tilly US LLP	6,770.00	Minuteman Press	540.00
Bemidji Steel Company	2,442.59	Northeast Technical Services	12,759.55
Border States	5,260.15	North Central Laboratories	410.20
Burggraf's/Ace	198.91	Northern Business Products	14.68
Carquest	103.19	Rapids Welding Supply	327.45
Casper Construction	42,496.45	RMB	283.00
Chamber of Commerce	900.00	Sandstrom's	273.90
City of Grand Rapids	2,220.32	Servpro	100.00
Cole Hardware	88.84	Stuart C Irby	3,057.40
Compass Minerals	3,556.34	Team Marinucci	45.00
Core & Main	95.22	Telcologix	214.50
Dakota Fluid Power	201.87	Treasure Bay Printing	377.00
Dondelinger	9,287.23	US Bank Equipment	315.73
Erickson's Itasca Lumber	44.85	Verizon	805.20
Figgins Truck & Trailer	200.95	Viking Electric	3,695.80
Grainger	593.73	Wesco	4,336.40
Hawkins Inc	8,517.18	Xerox	76.05
Industrial Lubricant	4,949.80	Ziegler	451.52
Itasca Utilities	981.50		
Johnson, Killen & Seiler PA	264.00		
L&M	255.65		
Latvala Lumber	283.76		
			123,803.48

# CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

**CALL TO ORDER:** Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Council Chambers, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, May 26, 2021 at 4:00 p.m.

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

**Staff:** City Attorney Chad Sterle and Cynthia Lyman

**CALL TO ORDER:** Chair Friesen called the meeting to order at 4:00p.m.

## **SETTING OF REGULAR AGENDA:**

Additions to New Business:

Discussion of “Doodle Poll” to establish work group date.

Resignation of Brielle Carlson.

**Motion to accept Agenda passed by unanimous vote.**

## **APPROVAL OF MINUTES:**

March 31, 2021 Minutes

**Motion by Commissioner Learmont, second by Commissioner Hodgson to accept the minutes. All in favor, motion passed.**

## **FINANCIALS:**

Commission Chair Friesen noted that there has been nothing new recorded to the financials. The Reif invoice has not come yet as they are working on getting it to the city, possibly next month and then it will be updated to reflect that. So, subtract \$2,000.00 from the current amount.

## **PUBLIC COMMENT/ACCOLADES:**

Discussion that Commission Chair Friesen worked with a gentleman on helping him access the online system for filing a complaint with the State Human Rights Department. Commissioner Learmont stated that in the future, we may want to formalize the process or at least set up a routine.

## **OLD BUSINESS:**

1) **Sponsorship of Reif Performanc:** There is more information on the attendance. The performance was made available to the high school, possibly 1,200 students, stated Commissioner Connelly, in theory that is the number of students that could have had access. There were also six other schools that bought into it and participated in it.

The other contributors to the performance were Midwest Arts Council who gave \$2,000 and Mobility Mania gave \$250.00.

2) **Data Demographic Workgroup Update:** Commissioners Hodgson and Learmont met with a resident who has mobility issues, Myrna Peterson. She stated that there are four major issues to the city of Grand Rapids:

- a. Transportation
- b. Getting into businesses and getting around inside of the businesses
- c. Sidewalks and pedestrian ramps – infrastructure
- d. Awareness

They stated that this was an eye-opener to hear those issues and that Commissioner Erickson found census data but they have not had an opportunity to look at it yet and we have not met.

- 3) **Commissioner Onboarding** (Workgroup Friesen, Stoll & Connelly): No updates at this time. Discussion regarding the existing documents such as;
- Commissioner Lopez-Cortes has Past Commission member Freida's binder
  - Barb Sanderson's boxes include a complete history of the Commission since its start in 2004.
  - Reading list from last month, could be updated/broadened to include what the Commission feels is missing i.e. race and other protected class information.
  - Organizing/consolidating and digitizing/scanning the Binder's and Box's documents for new Commissioners
  - City Boards and Commissions Drop Down on city website is a good resource includes phone number contacts, information downloads, other resources and upcoming events.
- 4) **Work Plan Update:** Commission Chair Friesen said we should save this for the special meeting. Commissioner Joselyn asked about the last update of the existing Work Plan and how she could get the newest copy. They will send to Cindy Lyman to redistribute prior to the Work Plan meeting. We are going to talk about the date for the special work group meeting under new business.
- 5) **Indigenous Peoples Day Update:** Discussion: Commission Chair Friesen said that she has not made progress on this. Commissioner Connelly has a meeting tomorrow with ISD 318 & 316, the multidistrict cultural group and they are interested in partnering with us. There has always been a theme and maybe the better way would be to ask them and see what they would like to do.

Commission Joselyn said that the Circle of Healing has played a role in organizing this in the past. They won't be around this year. Commissioner Joselyn would like to talk about and add True Tuesdays to the new business for the next meeting.

- 6) **Anti-Asian Violence: (HRC Awareness Group)** Commission Chair Friesen and Commissioner Joselyn agreed that they have not met to discuss this.

### NEW BUSINESS:

- 1) **Events for Juneteenth:** Commission Chair Friesen started the discussion by saying that you all have the draft version of the write-up that Commissioner Erickson potentially did for the paper. Commissioner Erickson wasn't sure about the relationship with the Jaycees and how it happened in the past. Discussion ensued as to the Jaycees setting up of the flags, using the write up in the paper from last year, the city's Juneteenth Proclamation and the possibility of getting a sign for next Juneteenth.
- 2) **2020 Census Data:** Commission Chair Friesen asked that if they were thinking that Commissioner Erickson had some more of the data. Commissioner Hodgson stated that they have some 2020 Census Data in raw form that we have not looked at and we pledge to do that. Commission Chair Friesen asked that maybe next month we put it in parenthesis and make it 2020 Census Data (Demographic Workgroup) put it together unless you see a reason to keep it separate. Commissioner Learmont said that it won't be until September before we actually see more updated data. Commissioner Joselyn said that right now, they only have state data. Attorney Sterle added that he went to their site and they have the city breakdowns for race and has been posted as of July 1<sup>st</sup>, 2019.
- 3) **Work Group Community-Wide Education:** Discussion that started by Commission Chair Friesen stating that with the Governor's mandate changing, that there is a possibility of getting more interactive community, police and partnering opportunities for training. Commission discussed the following:
- Police Chief Johnson mentioned Professor from St. Cloud State who we might be interested in.
  - At Work Plan Special Meeting - Investigate/discuss details how to spread out with Community and Police Chief Johnson's interest in partnership
  - Possibilities of Interested Groups for educational opportunities such as Police, Schools, City Groups, City Itself, County and County Deputies
  - Look at tentative time frame for the possibility of recommended trainings by Police Chief Johnson
  - Commissioner Joselyn remarked on the debriefing of Police Chief Johnson after he attended the Annual

Lecture on “Finding Common Ground”. The Police Department is well resourced at this time and is looking for the GRHR Commission to assist with:

- i. Helping to identify good content
- ii. Community Partnership – loved the model of the Anishinaabe World View Training
- The Role the GRHR Commission can play is helping to promote, engage and partner with the community along with the Police Training
- GRHR Commission assisted with funding in the past, check to confirm this
- Community groups kicking in to help with funding as well
- Brainstorm at the Work Group Special Meeting other different community partners the Commission could reach out to.

- 4) Discussion/Plan Date for Outside Work Session:** Commission Chair Friesen asked if Thursday June 17<sup>th</sup>, would be okay for the Special Work Group Meeting, to start at 4 pm. Commissioner Connelly may have a conflict with GREDA, but will check and come in when it is done. If that works for the majority, then we will have it on that date.

What is the City Policy on attending meetings, we are looking at Commissioner Stoll’s attendance. Attorney Sterle said that there is an Attendance Policy. We will address this on the next agenda and attach the policy.

The special work session meeting, will roughly meet 2 hours, but schedule it for 3, just in case and order a meal. There are restrictions on using money for meals, but people can pitch in for that as not to use budget money. Attorney Sterle stated that the people that will be attending will pay for the meal so that it is not coming out of the public coffers.

**Motion to set a Special Work Group Meeting for Thursday, June 17<sup>th</sup> at 4pm in the City Council Chambers by Commissioner Joselyn and seconded by Commissioner Learmont, motion passed by voice vote, none opposed.**

- 5) Discussion regarding Commissioner Brielle Carlson:** Commissioner Connelly stated that Commissioner Carlson submitted her resignation to the City Council at their May 24<sup>th</sup> Council Meeting and it was approved. Attorney Sterle said that there is a letter that goes out to Boards and Commission members thanking them for their time served after they resign.

**CALLS/COMPLAINTS/INQUIRIES:** Commissioner Friesen asked if there is anything to add to this item, no.

**SETTING NEXT AGENDA:**

- Discussion on the Minnesota Department of Human Rights adding it to the Agenda as New Business.

**Old Business:**

- **2020 Census Data (Data Demographic Work Group Combination)**
- **Commissioner On-Boarding**
- **Indigenous Peoples Day Community-Wide Workgroup**
- **Juneteenth Event**

**New Business:**

- **Check Status/Review Work Plan – for Approval in July**
- **True Tuesdays**
- **City Attendance Policy for Boards and Commissions**
- **State of Minnesota Human Rights Commission Meetings**

Commission chair Friesen asked if there was anything else for the Agenda. No.

**ADJOURNMENT:**

**Meeting adjourned at 5:30pm.**

# CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

**CALL TO ORDER:** Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held at the meeting room of the Grand Rapids Area Library, 140 NE 2<sup>nd</sup> St, Grand Rapids, Minnesota, on Thursday, June 17, 2021 at 4:00 p.m.

**CALL TO ORDER:** Commission Chair Friesen called the special work session meeting to order at 4:30p.m. as a quorum was present at that time.

Present were:

Commission Chair Friesen                      Commissioner Lopez-Cortes  
Commissioner Learmont                      Commissioner Stoll  
Commissioner Erickson                      Commissioner Joselyn  
Commissioner Connelly Council Representative – joined late after EDA Meeting at City Hall

**Staff:** Cynthia Lyman

## **SPECIAL WORK SESSION MEETING MINUTES:**

The Fourth Quarter 2020 – Calendar Year 2021 Work Plan (prepared in accordance with Commission By-Laws, Article 10) was handed out to all present Commission Members.

First Quarter Discussion 2021:

- Move Exploring opportunities of interfaith community human rights event to late 2021 or 2022
- Minnesota League of Human Rights – check their schedule
- Indigenous People’s Day – work on theme, possibly in collaboration with Kayla and the Arts & Culture Committee
- Move Exploring Community-Wide Education Opportunities about Human Rights to Collaborate with GRPD to the 4<sup>th</sup> Quarter or 2022 and keep funded.
- Indigenous People’s Day – (is in each quarter) Need to talk to Kayla on Arts & Culture Board Commission, increase funding to \$1,500 to \$2,000.00

Second Quarter Discussion 2021:

- Juneteenth
  - check on what is happening for event, Britta at paper, the City Proclamation was published, flags and Jaycees
  - Banner Discussion – move to another quarter – can put \$1,000.00 toward it?
- Disability/Differing Abilities Opportunities
  - The Autonomous Car coming to Grand Rapids in 2023
  - National Disability History Month in October
  - Still gathering information
  - Is it possible to add ADA Compliance to the building permits
- Discussion regarding a Racial Tension incident at the Elementary School
- Passed out hand-out Raising the Standards
- Nail down theme with Indigenous People’s Day, sculpture – check with McRostie

Third Quarter Discussion 2021:

- Review of Human Rights Educational Opportunities with Schools
  - Mainly Indigenous People’s Day
  - Meet with the GR Police Chief again
  - School calendar – earmarked 2 years out
  - Commissioner Connelly being the Lead with the meetings at the Districts.
  - Possibility of inviting speakers
  - Platform for Public Comment



- Minnesota League of Human Rights
- Classes within the Community
  - Disparities
  - Protected
- Community Action Team
- Monthly Events
- National League of Cities
- Budget
- Revamp community wide educational for 2022



## REQUEST FOR CITY COUNCIL ACTION

**AGENDA DATE:** July 26, 2021  
**AGENDA ITEM:** Adopt a resolution approving LG230 Application to Conduct Off-Site Gambling for Confidence Learning Center  
**PREPARED BY:** Kim Gibeau, City Clerk

---

**BACKGROUND:**

Confidence Learning Center has submitted an application for off-site gambling, specifically a raffle at the Grand Rapids Eagles Club on August 30, 2021.

**ATTACHMENTS:**

Resolution approving application  
LG230 Application

**REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution approving LG230 Application to Conduct Off-Site Gambling for Confidence Learning Center

# LG230 Application to Conduct Off-Site Gambling

## ORGANIZATION INFORMATION

Organization Name: Confidence Learning Center License Number: 00691

Address: 1620 Mary Fawcett Memorial drive City: East Gull Lake, MN Zip: 00691

Chief Executive Officer (CEO) Name: Jeffrey Olson Daytime Phone: 218-828-2344

Gambling Manager Name: Travis Grossman Daytime Phone: 218-828-2344

## GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 8 / 30 / 21 to 8 / 30 / 21

Check the type of games that will be conducted:

Raffle     Pull-Tabs     Bingo     Tipboards     Paddlewheel

## GAMBLING PREMISES

Name of location where gambling activity will be conducted: Eagles Aerie 2469

Street address and City (or township): 1776 Pokegama Ave S, Grand Rapids Zip: 55744 County: Itasca

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

**Yes** If yes, a lease is not required.

**No** If no, the lease agreement below must be completed, and signed by the lessor.

## LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ \_\_\_\_\_ (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Lessor's Name: \_\_\_\_\_

**CONTINUE TO PAGE 2**


**Acknowledgment by Local Unit of Government: Approval by Resolution**

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>City of Grand Rapids</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel:  _____	Signature of County Personnel:  _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p><b>Local unit of government must sign.</b></p>	<p><b>Complete below only if required by the county.</b> On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

**CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT**

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

  
 \_\_\_\_\_  
**Signature of CEO (must be CEO's signature; designee may not sign)**

\_\_\_\_\_  
 Date

<p><b>Mail or fax to:</b></p> <p>Minnesota Gambling Control Board                  Suite 300 South                  1711 West County Road B                  Roseville, MN 55113  <b>Fax: 651-639-4032</b></p>	<p><b>No attachments required.</b></p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.</p> <p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.</p>	<p>If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.</p> <p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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Councilor introduced the following resolution and moved for its adoption:

RESOLUTION 21 -

**RESOLUTION APPROVING CONFIDENCE LEARNING CENTER OFF-SITE  
GAMBLING**

WHEREAS, the Confidence Learning Center has presented the City Council of Grand Rapids an application to conduct off-site gambling at the Grand Rapids Eagles Club, 1776 Pokegama Avenue South, Grand Rapids, MN; and

WHEREAS, the Gambling Control Board may not issue an off-site gambling permit without City Council approval.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids approved the LG230 Application for Off-Site Gambling for the Confidence Learning Center at the Grand Rapids Eagles Aerie #2469 at 1776 Pokegama Avenue South, Grand Rapids, Minnesota on August 30, 2021.

Adopted by the council this 26<sup>th</sup> day of July, 2021.

---

Dale Christy, Mayor

ATTEST:

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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.



## REQUEST FOR CITY COUNCIL ACTION

**AGENDA DATE:** July 26, 2021  
**AGENDA ITEM:** Consider approving a contribution of \$5,000 to Mt. Itasca for artificial tracks on their ski jumps.  
**PREPARED BY:** Kim Gibeau, City Clerk

---

### **BACKGROUND:**

Bob Conzemius updated the City Council on the financial operations and proposed capital improvements at Mt. Itasca at the July 12, Council Work Session. As part of his presentation, he requested that the City cost participate in the upgrades of ski jumps by installing artificial tracks. The installation of these tracks will allow jumping to occur three to four weeks earlier and will reduce maintenance cost for Mt. Itasca.

The City currently is in a financial position to honor this capital request.

### **REQUESTED COUNCIL ACTION:**

Make a motion approving \$5,000 contribution to Mt. Itasca for artificial tracks on their ski jumps.

June 23, 2021

City Administration Department  
Attn: Tom Pagel  
420 N Pokegama Ave  
Grand Rapids, Minnesota 55744



Itasca Ski & Outing Club  
P. O. Box 553  
Coleraine, MN 55722

Dear Tom:

At the recommendation of Councilor Dale Adams, Itasca Ski and Outing Club is sending this letter of request to the City of Grand Rapids. We would also like to attend a city council work session so we can present our request in person and answer any questions the city council may have.

Itasca Ski and Outing Club, Incorporated (ISOC) is requesting \$5000 from the City of Grand Rapids. These funds will go toward an artificial track project on our ski jumps. Presently, we have artificial tracks only on the 70-meter jump, and we manually set the tracks each season on the remaining jumps (40-, 20-, 15-, and 10-meter jumps) using man-made snow. Adding artificial tracks to the remaining jumps would reduce the work needed to prepare the jumps at the beginning of the season, allowing jumpers to begin practice earlier in the season. We believe this will help grow the program. The total project cost is estimated at \$35,000 and consists of lumber, plastic track components, and labor for installation. Our fundraising efforts have brought in approximately \$25,000 so far. An additional \$5,000 each from the City of Grand Rapids and the Greenway Joint Recreation Association (GJRA) would move us to our goal.

I presented our annual request to the GJRA board last Monday evening at their meeting. Councilor Adams was present at the meeting (as Grand Rapids has representation in GJRA), so he has already been informed of the project.

As a part of our presentation, we would also like to outline our longer-term plans at Mt Itasca. We completed a four-year strategic plan last summer, and it lays out some restructuring to make Mt Itasca more sustainable. Partnerships with local governments continue to be critical to our success. We are making efforts to ease volunteer burdens for the larger maintenance items on the hill, thereby reducing the risk of volunteer burnout or retirements, which have hurt Mt Itasca several times in the past. Revenue growth over the past five years has helped us to do that.

Feel free to contact President Bob Conzemius, Secretary Jamie Mjolsness, Treasurer Jan Maki, or Board Members Kurt Mangseth, Carter Petterson, and Jim Ohman with any questions.

Sincerely,

Robert J. Conzemius, President

Jan Maki, Treasurer



## REQUEST FOR CITY COUNCIL ACTION

**AGENDA DATE:** July 26, 2021  
**AGENDA ITEM:** Adopt a resolution approving LG230 Application to Conduct Off-Site Gambling for Confidence Learning Center  
**PREPARED BY:** Kim Gibeau, City Clerk

---

**BACKGROUND:**

Confidence Learning Center has submitted an application for off-site gambling, specifically a raffle at the Grand Rapids Eagles Club on August 30, 2021.

**ATTACHMENTS:**

Resolution approving application  
LG230 Application

**REQUESTED COUNCIL ACTION:**

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**LG230 Application to Conduct Off-Site Gambling**

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Organization Name: Confidence Learning Center License Number: 00691

Address: 1620 Mary Fawcett Memorial drive City: East Gull Lake, MN Zip: 00691

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**GAMBLING ACTIVITY**

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 8 / 30 / 21 to 8 / 30 / 21

Check the type of games that will be conducted:

Raffle    
  Pull-Tabs    
  Bingo    
  Tipboards    
  Paddlewheel

**GAMBLING PREMISES**

Name of location where gambling activity will be conducted: Eagles Aerie 2469

Street address and City (or township): 1776 Pokegama Ave S, Grand Rapids Zip: 55744 County: Itasca

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

**Yes** If yes, a lease is not required.  
 **No** If no, the lease agreement below must be completed, and signed by the lessor.

**LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)**

Rent to be paid for the leased area: \$ \_\_\_\_\_ (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lessor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Lessor's Name: \_\_\_\_\_

**CONTINUE TO PAGE 2**


**Acknowledgment by Local Unit of Government: Approval by Resolution**

<p align="center"><b>CITY APPROVAL for a gambling premises located within city limits</b></p>	<p align="center"><b>COUNTY APPROVAL for a gambling premises located in a township</b></p>
<p>City Name: <u>City of Grand Rapids</u></p> <p>Date Approved by City Council: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 20px 0;"> <p><b>Local unit of government must sign.</b></p> </div>	<p>County Name: _____</p> <p>Date Approved by County Board: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <p>TOWNSHIP NAME: _____</p> <p><b>Complete below only if required by the county.</b> On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

**CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT**

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

 \_\_\_\_\_

**Signature of CEO (must be CEO's signature; designee may not sign)** Date \_\_\_\_\_

<p><b>Mail or fax to:</b></p> <p>Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 <b>Fax: 651-639-4032</b></p>	<p><b>No attachments required.</b></p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p><b>Data privacy notice:</b> The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.</p> <p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.</p>	<p>If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.</p> <p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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## REQUEST FOR CITY COUNCIL CONSIDERATION

**AGENDA DATE:** 07/26/2021  
**AGENDA ITEM:** Consider amending Purchasing Policy to increase threshold amounts for Micro Purchases and Small Purchases.  
**PREPARED BY:** Barb Baird

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### **BACKGROUND:**

In April 2017, the City Council approved amending the purchasing policy to implement new Procurement requirements under the Uniform Guidance. We are recommending changes to the Micro Purchases and the Small Purchases thresholds. Micro purchases will increase from \$1,500 to \$5,000 and Small purchases values from to \$5,000 to \$25,000.

### **ATTACHMENTS:**

Grand Rapids Purchasing Policy

### **REQUESTED COUNCIL ACTION:**

Make a motion amending Purchasing Policy to increase threshold amounts for Micro Purchases and Small Purchases.



## CITY OF GRAND RAPIDS FINANCIAL POLICIES

### PURCHASING POLICY

#### I. PURPOSE

The intent of this policy and its supporting Procurement Procedures is to ensure that the procurement process complies with all applicable legal requirements and federal and state regulations; is fair to all participants; is as efficient as possible without eliminating needed controls; is understandable to all users; is administratively consistent with other City policies and procedures; and maximizes the use of disadvantaged business whenever possible. The City's policy is to purchase goods and services at the most cost effective and competitive rates, yielding the desired service, turnaround and value for the dollar. This policy has the following objectives:

1. Ensure that all purchases comply with applicable laws, in particular the Uniform Municipal Contracting Law, Minnesota State Statute Section 471.345.
2. Comply with Minnesota Public Purpose Doctrine and City Policy on Public Purpose Expenditures.
3. Make the best possible use of tax dollars by purchasing goods and services economically.
4. Provide clear and consistent guidelines for the City staff to follow in making purchasing decisions.

For purchases made under federal or State grant funded programs, additional restrictions are identified within the uniform grant guidance regulations (2 CFR 200.318).

#### II. POLICY

To ensure that the goods and services required by the City are obtained using established procedures that comply with all legal requirements for public purpose expenditures while promoting fair and open competition to ensure public confidence in the procurement process, ensure fair and equitable treatment of vendors who transact business with the City, and provide safeguards for the maintenance of a procurement system of quality and integrity. The Minnesota Public Purpose Doctrine permits a governmental entity to expend public funds only when the primary purpose of the expenditure is public and the expenditure relates to the governmental purposes for which the entity was created. There must also be statutory authority allowing for the expenditure of such funds and there must be a benefit to the community. Proper documentation must be maintained by the City to establish that all expenditures serve a public purpose.

All federal grant expenditures will be in compliance with OMB 2CFR200 (Uniform Guidance). All federal grant expenditures must be reasonable, necessary, and adequately documented. All federal grant expenditures must be deemed to be allowable under specific grant agreements and in accordance with 2CFR200, subpart E.

The approved operating budget provides detail on goods and services that are expected in a given year. Any goods or services required that were not budgeted must be approved by the City Council, depending on the dollar amount of the purchase and the rationale behind the non-budgeted good or service.

Contracts are agreements “for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.” Minn. Stat. 471.35, subd. 2. Just because the type of contract falls within the statutes does not mean bidding is required. The estimated value of the contract must also fall within the statute. The City of Grand Rapids will use the following Methods of Procurement:

#### Micro Purchases

Procurements valued at less than \$5,000 (\$3,500 if federally funded) will be considered *Micro Purchases*, and may be made on the open market without obtaining competitive quotations or proposals. This Policy cannot be circumvented by purchasing a group of similar or identical items costing more than \$5,000 and submitting a separate purchase order and invoice for each item.

#### Small Purchases

Procurements valued between \$5,000 (\$3,500 if federally funded) and \$25,000 will be considered *Small Purchases* and shall be purchased by a minimum of two competitive quotes solicited by phone or written quotation. Council approval is required for solicitation of quotes unless a budgeted item. The City Administrator may approve exceptions to the Policy for purchases on the open market under \$25,000.

#### Mid-Range Purchases

Procurements valued below the competitive-bidding threshold of \$175,000 but above \$25,000, either singly or in aggregate, will be considered *Mid-Range Purchases* and shall be purchased either using the competitive-bidding process or by competitive quotes in writing from a minimum of two or more vendors whenever possible. Prior Council approval is required to solicit quotes.

#### Major Purchases

Procurements valued at greater than \$175,000 shall be considered *Major Purchases* and shall be purchased through the competitive bidding process by publicly soliciting bids or proposals in accordance with City procurement procedures and as required by Minnesota Statutes 471.345. Procurements will not be split to avoid this policy.

#### Joint Purchasing/Cooperative Purchasing Agreements

The City has the authority to enter into *Joint Purchasing or Cooperative Purchasing Agreements* with other governmental units as provided for in Minnesota Statutes. Procurements made through *Joint Purchasing or Cooperative Purchasing Agreements* will satisfy the City's competitive procurement requirements.

#### Contract Amendments

Contract amendments valued at greater than 10% of the original value of the contract will be considered separate procurements and the appropriate process above shall be utilized.

#### Noncompetitive Purchases

*Noncompetitive Purchases* can be made under the following circumstances:

- When the City Council has declared an emergency, in accordance with State Statute, City Policies and Procedures.
- When a sole source of the good or service exists and has been verified by City Administrator
- When the procurement is for goods or services not available competitively, such as utilities, subscriptions, professional dues and memberships, insurance, conference and seminar registration, permits and licenses, advertisements in publications, taxes, required federal, state and local fees and charges, etc.

#### **Disadvantaged Businesses**

The City will utilize businesses owned and controlled by socially and economically disadvantaged individuals in the procurement of goods and services, and the award of contracts when possible. The City will, in accordance with authority granted by federal regulations, state statute, and local laws and ordinances, act affirmatively to create a "level playing field" for women-owned, minority-owned and disadvantaged business enterprises to achieve the goal of equal opportunity.

#### **Deviations**

Approval to deviate from this policy must be documented and authorized by the City Council.

#### **Prohibited Interest in Contracts**

Minnesota State Statutes 471.87 and 471.88 prohibit the purchase of goods or services whenever a conflict of interest may exist. If any employee becomes involved in a possible conflict situation, the employee shall disclose the nature of the possible conflict to his or her supervisor and the City Administrator.

The City cannot enter into any contract or purchase order for goods or services in which an employee, elected official, officer or agent, or their immediate family members, has an indirect or direct personal financial interest or will personally benefit financially from the contract or purchase. In exceptional cases and if permitted by applicable law or regulation, this policy may be waived by the City Administrator for employees for good cause after consulting with the City Attorney. The City administrator shall promptly notify the employee in writing of the decision.

Substantial state and federal requirements exist pertaining to standards of conduct and conflict of interest. It is the intent of the City for all employees, officers, or agents to conduct all activities associated with procurements in compliance with the highest ethical standards, including the avoidance of any real or perceived conflict of interest. It is also the intent of the City to impose appropriate sanctions or disciplinary actions, including but not limited to termination and/or prosecution, for any employees or officers who violate any of these requirements.

### III. PROCEDURE

The City Council is the authority for purchasing and for budgetary control of each department. The City Council has delegated authority to Department Heads to make usual and customary purchases as approved in the annual budget in compliance with all bidding requirements and the City's purchasing policy. Formal Council approval of budgeted, routine purchases is not necessary. Council approval is required on capital purchases of \$5,000 or greater, and transactions involving purchases over \$100,000. The Finance Director will report budget status to the City Council on a quarterly basis. Payment details for all goods and services will be placed on the verified claims list and presented to the City Council for review.

Purchase orders shall be issued for all purchases with the following exceptions:

- a. Utility invoices-telephone, electric, natural and lp gas, waste management and cable,
- b. Travel and mileage reimbursements,
- c. United Parcel Service.

The Purchase Order shall include: (1) a description of the item(s) to be purchased, (2) budget code to be charged (3) quantity, (4) cost (including tax and shipping). The purchase order shall be signed by the Department Head or designated employee. A purchase order shall not remain open for longer than one year.

The Department Head is responsible for promptly remitting the shipping documents and endorsed Purchase Orders to the Finance Department for processing.

- a. Training and Travel by Department Heads shall be approved by the City Administrator (or designated person) prior to an event requiring overnight out of town travel. A Request for Training/Travel Form shall be submitted to the City Administrator for approval prior to registration for the event. The City Administrator shall sign **all** Travel Expense Reports (reimbursement request) prior to submission to the Finance Department for payment.

#### **Exceptions:**

Professional service contracts such as those provided by engineers, lawyers, architects, accountants and other services requiring technical, scientific, or other professional training, when competitive bidding is not required, shall be approved by the City Council based on

the recommendation of the City Administrator. In certain cases, where professional services were specifically identified in the budget and it is an ongoing contract, the City Council does not need to approve each year's contract.

Minnesota State Statute 12.37 gives the City the ability to declare an emergency situation for a limited period of time. During such an emergency, the City is not required to use the typical mandated procedures for purchasing and contracting. Emergency purchases require approval by the City Administrator, Finance Director and when necessary because of the dollar amount, formal City Council action. An emergency purchase is defined as one where an immediate response is required to protect the health, welfare or safety of the public or public property.

#### **Credit Card Use**

The use of credit cards is an authorized payment method. These purchases must follow the purchasing policy and are a more efficient method of paying vendors than the check payment process. See the credit card policy for detailed procedures.

#### **Ethics and Acceptance of Gifts**

Employees shall not make any purchases for personal use utilizing City funds. Employees shall not be allowed to take advantage of special pricing offered to the City by vendors to make personal purchases. Employees may not take advantage of government discounts for non-city related purchases, including bidding on city auctions. The general rule to be applied is if a discount is not available to a member of the public, the employee should not take advantage of it. Gifts offered by vendors to staff responsible for making purchasing decisions may only be accepted if they are considered to be a trinket or memento costing \$5 or less.

#### **IV. AUTHORITY FOR IMPLEMENTATION AND ENFORCEMENT**

All employees are responsible for adhering to this policy when purchasing goods or services. Managers are responsible for monitoring performance within their areas of jurisdiction.

Responsibility for administering established Purchasing Policies and Procedures has been delegated to the Finance Department.





## REQUEST FOR CITY COUNCIL CONSIDERATION

**AGENDA DATE:** 07/26/2021  
**AGENDA ITEM:** Consider adopting a resolution authorizing the 2021 budgeted operating transfers.  
**PREPARED BY:** Barb Baird

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### **BACKGROUND:**

The City Council adopted the 2021 budget on December 21, 2020. That budget included several operating transfers and funding sources for various projects. We are requesting City Council approval for operating transfers. They are as follows:

- \*\$116,665 from the General Fund to the Capital Equipment Fund,
- \*\$150,000 from the General Fund to the 2013B St. Reconstruction Debt Service Fund,
- \*\$ 20,000 from the General Fund to the Airport Operations Fund,
- \*\$150,000 from the General Fund to the Capital Equipment Fund for the Fire Department depreciation,
- \*\$ 82,585 from the General Fund to the Cemetery Fund for equipment purchases.

### **ATTACHMENTS:**

Operating Transfers - Resolution

### **REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution authorizing the 2021 transfers from the General Fund to the following: \$116,665 to the Capital Equipment Fund, \$150,000 to the 2013B St. Reconstruction Debt Service Fund, \$20,000 to the Airport Operations Fund, \$150,000 to the Capital Equipment Fund for the Fire Department depreciation, and \$82,585 to the Cemetery Fund for equipment purchases.

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

RESOLUTION NO. 21-

**A RESOLUTION TO AUTHORIZE THE FOLLOWING BUDGETED OPERATING TRANSFERS FROM THE GENERAL FUND: \$116,665 TO THE CAPITAL EQUIPMENT FUND, \$150,000 TO THE 2013B STREET RECONSTRUCTION DEBT SERVICE FUND, \$20,000 TO THE AIRPORT OPERATIONS FUND, \$150,000 TO THE CAPITAL EQUIPMENT FUND FOR FIRE DEPARTMENT DEPRECIATION, AND \$82,585 TO THE CEMETERY FUND FOR EQUIPMENT PURCHASES**

WHEREAS, on December 21, 2020, the Grand Rapids City Council approved the 2021 General Fund Expenditure Budget, which included the following transfers,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorize the following budgeted transfers for 2021:

- \$116,665 from the General Fund to the Capital Equipment Fund,
- \$150,000 from the General Fund to the 2013B Street Reconstruction Debt Service Fund,
- \$ 20,000 from the General Fund to the Airport Operations Fund,
- \$150,000 from the General Fund to the Capital Equipment Fund for Fire Department depreciation,
- \$82,585 from the General Fund to the Cemetery Fund for equipment purchases.

Adopted this 26th day of July 2021.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

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

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



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

## **REQUEST FOR COUNCIL ACTION**

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider adopting a resolution accepting the donation of a picnic table from David and Sharon Marty to be placed on Crystal Lake Park.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

David and Sharon Marty have donated a picnic table they would like to be placed at Crystal Lake Park for the community to enjoy.

### **REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution accepting the donation of a picnic table from David and Sharon Marty to be placed at Crystal Lake Park.

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

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING THE DONATION OF A PICNIC TABLE FROM  
DAVID AND SHARON MARTY.

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:

- David and Sharon Marty have donated a picnic table to be located at Crystal Lake Park.

Adopted this 26<sup>th</sup> day of July, 2021.

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Dale Christy, Mayor

Attest:

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Kim Johnson-Gibeau, City Clerk



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider approving the School Resource Agreement for the 2021 – 2022 School Year

**PREPARED BY:** Steve Schaar

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### BACKGROUND:

Since 1999, the City of Grand Rapids and School District 318 have had an annual agreement for a School Resource Officer at the Grand Rapids Senior High School. In 2006, the district requested an additional School Resource Officer for the Robert J. Elkington Middle School. The police department will be providing Officer Michelle Norris and Officer Troy Scott to the school district for the Liaison positions.

Per the contract, the fees for the 2021-2022 school year is \$146,339.96 for the two School Resource Officers positions. Attached for your review is the 2021-2022 School Resource Officer Agreement.

City Attorney Chad Sterle has reviewed and approved this contract.

### REQUESTED COUNCIL ACTION:

Make a motion to approve School Resource Agreement for the 2021-2022 school year.

**SCHOOL RESOURCE OFFICER  
AGREEMENT  
For the School Year 2021 - 2022**

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This AGREEMENT is made pursuant to Minnesota Statutes section 471.59, by and between the City of Grand Rapids (“City”) and Independent School District 318 (“School District”).

**1. PURPOSE**

The City and School District wish to participate in a School Resource Officer Program. The purpose of this agreement is to set forth the terms and conditions to create, fund and implement the position of Police School Resource Officer.

**2. SERVICES**

The City shall provide the services of two full-time Minnesota P.O.S.T Board licensed peace officers, and related support services and supplies, to assist the School District in establishing and maintaining a School Resource Officer Program for the School District. The officers will have primary responsibility in serving as a resource to faculty, classroom members and school administrators in the prevention and diversion of juvenile problem behavior. The City agrees to provide vehicle, fuel, maintenance and other equipment deemed necessary by the Chief of Police. The School District agrees to provide adequate office space that will allow for cellular connectivity to the countywide law enforcement records system and a telephone at the site of majority assignment.

While present at schools/facilities outside their law enforcement jurisdiction, i.e. Outside Grand Rapids, and not responding to a mutual aid request from another law enforcement agency, if confronted with a criminal or delinquency matter, School Resource Officers will take necessary steps, in accordance with State law and department policy, to contain the situation and turn the matter over to the law enforcement agency having jurisdiction.

Primary responsibility for the resolution of any incident shall remain with the law enforcement agency having jurisdiction unless otherwise requested by that agency. In accordance with the Itasca County Mutual Aid Agreement, School Resource Officers may assist other law enforcement agencies having jurisdiction at any time they are requested to do so. School Resource officers will not conduct routine patrol outside their jurisdiction in relation to the School Resource Officer program without a request from the law enforcement agency having jurisdiction.

### **3. TERM**

This Agreement shall commence on the first day of the teacher workshop on August 31, 2021 and shall end on the last staff day on June 3, 2022. This Agreement may be renewed on an annual basis, as agreed by both parties.

Either party may terminate this agreement for cause on 90 days written notice to the other party. If this agreement is terminated by the School District, the City shall receive from the School District the funds allocated for the program based on services provided through the date of termination.

If School is conducted through distance learning at any point during the 2021/2022 school year, due to COVID-19, ISD 318 payment shall be reduced by fifty percent (50%) during the distance-learning period.

### **4. PAYMENT**

The School District shall pay to the City \$146,339.96 pursuant to Minnesota Statutes Section 126C.44 to partially reimburse the City for the costs incurred by the City for salary, benefits and transportation costs of the Police School Resource Officers in the School District's senior high, middle and secondary schools.

One-half of the sum owing under this contract shall be payable upon the execution of this Agreement. The remaining half of the sum owing under this contract should be payable on the last staff day on June 3, 2022.

### **5. GENERAL PROVISIONS**

The Police School Resource Officers are City employees and shall not be considered employees of the School District for any purpose, including but not limited to salaries, wages, other compensations or fringe benefits, worker's compensation, unemployment compensation, P.E.R.A, Social Security, liability insurance, keeping of personnel records, termination of employment or other contract rights. The officers will report to and be directed by the Chief of Police. Resolution of unforeseen problems arising in this program shall be negotiated by representatives of the School District and the Chief of Police.

### **6. SCHEDULING**

The Chief of Police shall determine the duty hours of the School Resource Officer on school days with input by the School District. The duty hours of the School Resource Officer on school days are flexible and will be primarily coordinated with the school day, and/or activities, but will be consistent with the City's labor contract with the Police Union. During non-school periods, the Chief of Police will determine the officer's duties and schedule.

**7. HOLD HARMLESS AND INDEMNIFICATION**

The City of Grand Rapids agrees to and shall defend, indemnify and hold harmless the School District, its officials, officers, agents and employees from and against any and all claims, losses, damages, judgements or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this agreement.

Dated: 7/20/21

GRAND RAPIDS SCHOOL DISTRICT #318

  
Business Manager

Dated: \_\_\_\_\_

CITY OF GRAND RAPIDS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider entering into lease agreements with ISD 318 for use of the IRA Civic Center, Bob Streetar Field, and the Grand Rapids Sports Complex.

**PREPARED BY:** Dale Anderson, Parks & Recreation Director

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### BACKGROUND:

The attached agreements provide detail of the school district's use of the IRA Civic Center, Bob Streetar Field, and the Grand Rapids Sports Complex. Both reflect 3% annual increases and include reductions in the case of another Covid event.

### REQUESTED COUNCIL ACTION:

Make a motion to enter into lease agreements with ISD 318 for use of the IRA Civic Center, Bob Streetar Field, and the Grand Rapids Sports Complex.

## LEASE AGREEMENT

This lease, made this 19 day of July, 2021, between the City of Grand Rapids, a Municipal Corporation, hereafter called the "Lessor", and the Independent School District #318, Grand Rapids, MN, hereafter called the "Lessee".

Whereas, Lessor owns and operates the Bob Streetar Baseball Field and the Grand Rapids Sports Complex (which includes two official size Soccer Fields and four official Softball Fields); and

Whereas, Lessee has determined that the Bob Streetar Baseball Field and the Grand Rapids Sports Complex are suitable facilities for conducting their athletic programs; and

Whereas, Lessor and Lessee wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which the Lessee shall lease the above named facilities; and

NOW THEREFORE, for good and valuable mutual consideration, Lessor and Lessee mutually agree as follows:

### ARTICLE I

**1. Lease Agreement:** In consideration of and subject to the mutual conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, Lessor does hereby lease to Lessee the Bob Streetar Baseball Field and the Grand Rapids Sports Complex Softball Fields and Soccer Fields solely to the extent of this Lease Agreement.

**2. Lessee's Right of Possession and Use:** Lessee shall have the right to possess and use the Bob Streetar Baseball Field and the Grand Rapids Sports Complex Softball Fields and Soccer Fields for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated by reference. Lessee's right to possess and use the aforementioned facilities shall be intermittent and confined to those portions of the facilities specifically identified in Exhibit A. Lessor and its licensees shall have the right to enter upon and use the aforementioned facilities at all times not consistent with Exhibit A. Lessee shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. Lessee shall not permit any hazardous or dangerous activity to be conducted at the aforementioned facilities or allow any activity which will increase insurance risks or premiums on the premises.

**4. Schedule of Use:** Lessee shall submit to Lessor annually before January 1 for Baseball and Softball and March 1 for Soccer schedules of all purposed uses for the upcoming seasons, which schedules shall be subject to Lessor's approval.

**5. Supervision: Safety:** Lessee agrees to assume full responsibility for the supervision of all persons entering the aforementioned facilities in conjunction with the Lessee's activities or events, including participants, coaches and other staff and spectators. Lessee shall require that all such persons conduct themselves in an orderly and safe manner consistent with the policies for use of the aforementioned facilities.

**6. Concessions:** Lessor retains the exclusive right to operate all concessions at the aforementioned facilities either through representatives of Lessor or Lessor's assignees. This Lease Agreement does not confer upon the Lessee the right to operate concessions.

**7. Gate Receipts and Admission Charges:** The Lessee shall, with prior approval by the Lessor and at their own expense, have the right to charge admission fees for their events. Provisions for simultaneous events held at the Grand Rapids Sports Complex must be made for participants, coaches and spectators for those events.

## ARTICLE II

**1. Lease:** Lessee shall pay to Lessor according to the following schedule:

August 1, 2021 \$13,520.00 for the Soccer Fields at the Grand Rapids Sports Complex

March 1, 2022 \$27,040.00 (\$13,520.00 each) for Bob Streetar Baseball Field and the Grand Rapids Sports Complex Softball Fields (4);

If a sports season is cancelled due to pandemic, the lease amount above shall be reduced by twenty-five percent (25%).

In addition, Lessee has requested improvements to the practice soccer field at the Grand Rapids Sports Complex, which Lessee will reimburse Lessor for in an amount not to exceed \$25,000. Lessee will make 1/5 payments of the actual cost of improvements for five years (2018, 2019, 2020, 2021, & 2022), with payments on December 1<sup>st</sup> of each year. If either party terminates or does not renew this lease, Lessee shall pay remaining balance in full upon 30 days receipt of an invoice from Lessor.

Lease payments shall be payable to the City of Grand Rapids and mailed or delivered to City Hall. The parties shall conduct a lease rate review in February, 2022. If the parties are unable to reach an agreement on the lease rate, then this lease agreement shall terminate as of June 30, 2022.

## ARTICLE III

**1. Maintenance and Repair:** Lessor shall at all times during the term of this Lease Agreement, at Lessor's own cost and expense, repair and maintain the aforementioned facilities and any improvement or alterations except as otherwise provided in this Article.

**2. Damages:** Lessee shall reimburse Lessor for the reasonable cost to repair and restore

the aforementioned facilities in the event of damage to the premises caused by participants, coaches or other staff, or spectators who are in or upon the aforementioned facilities in conjunction with any of the Lessee's activities or events.

**3. Cleanup:** Although Lessor retains ultimate responsibility for maintenance, Lessee shall perform routine cleanup after its use of the premises, including proper storage of equipment, pick up and proper disposal of litter.

**4. Alterations, Improvements:** Lessee shall not make alterations or improvements to the premises without the advanced written consent of Lessor.

**5. Facility Preparation:** The Lessor shall prepare the aforementioned facilities including mowing, infield dragging, field painting, and disposal of garbage and rest room maintenance. An outfield fence shall be placed on one field at the beginning of the season for varsity game use and will be removed the third week of May. Outfield fences to be installed for invitational tournament and section games only.

#### ARTICLE IV

**1. Term:** The term of this Lease Agreement shall be from July 1, 2021 - June 30, 2022.

#### ARTICLE V

**1. Lessor's Access:** The Lessor shall have the right to enter the leased premises for the purpose of inspecting, repairing, altering or improving the leased facilities or for any other purpose not inconsistent with Exhibit A.

#### ARTICLE VI

**1. Indemnity:** Lessee shall protect, defend, hold harmless and indemnify Lessor against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorneys fees for defense, arising out of or in any way related to Lessee's use of the premises or any of Lessee's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by Lessor. In case of any action or proceeding brought against Lessor by reason of a claim covered by this Paragraph 11.1, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonable satisfactory to Lessor.

**2. Insurance:** Lessee shall maintain throughout the term of this Lease Agreement policy of comprehensive general liability insurance with limits of at least \$330,000 per person and \$750,000.00 per occurrence in 2018 through 2019, naming Lessor as an additional insured. The limit of such insurance policy shall not be less than the City's maximum limits of liability as set forth in Minn. Stat. Sec. 466.04. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.

**3. Liability to Lessee:** Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages, attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.

**4. Liability Limits Not Waived:** Nothing in this Article VI shall cause either Lessor or Lessee to be subject to liability in excess of any statutory limits of liability applicable to Lessor or Lessee.

**ARTICLE VII**

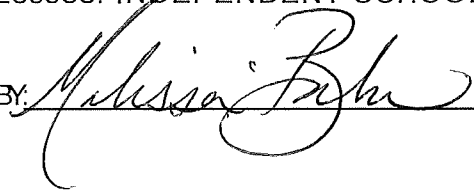

**1. No Partnership:** Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year first above written.

Lessor: CITY OF GRAND RAPIDS

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Its City Administrator Its Mayor

Lessee: INDEPENDENT SCHOOL DISTRICT #318

BY:  BY: 

## LEASE AGREEMENT

THIS LEASE AGREEMENT, by and between the City of Grand Rapids, Minnesota a municipal corporation, hereinafter referred to as "Lessor", and Independent School District No. 318, Grand Rapids, Minnesota, hereinafter referred to as "Lessee", entered into this first day of July, 2021.

### RECITALS

WHEREAS, Lessor owns and operates the IRA Civic Center; and

WHEREAS, Lessee has determined that the IRA Civic Center is a suitable facility for conducting Lessee's various academic and athletic programs and ceremonial events; and

WHEREAS, Lessee wishes to lease the IRA Civic Center, on occasion in its entirety and on other occasions specific portions thereof; and

WHEREAS, Lessor and Lessee wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which Lessee shall lease the IRA Civic Center or portions thereof;

NOW THEREFORE, for good and valuable mutual consideration, Lessor and Lessee mutually agree as follows:

### ARTICLE - AGREEMENT TO LEASE

**1.1 Lease Agreement:** In consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, Lessor does hereby lease to Lessee the IRA Civic Center solely to the extent specified in this Lease Agreement.

**1.2 Lessee's Right of Possession and Use:** Lessee shall have the right to possess and use the IRA Civic Center for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated herein by reference. Lessee's right to possess and use the IRA Civic Center shall be intermittent and confined to those portions of the IRA Civic Center specifically identified in Exhibit A or necessary to carry out Lessee's intended uses as identified in Exhibit A. Lessor and its licensees shall have the right to enter upon and use the IRA Civic Center at all times not inconsistent with Exhibit A. Lessee shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. Lessee shall not permit any hazardous or dangerous activity to be conducted at the IRA Civic Center or any activity which will increase insurance risks for premiums on the premises.

**1.3 Schedule of Use:** Lessee shall submit to Lessor annually before April 1 a schedule of all proposed ice uses for the following year, which schedule shall be subject to Lessor's approval. Lessee's ice uses shall be given priority scheduling by the Lessor.

**1.4 Supervision, Crowd Control:**

a. Safety: Lessor shall be responsible to summon appropriate medical personnel in the event any such persons require medical attention.

b. Crowd Control. Lessee shall monitor and oversee spectator activity for the purpose of maintaining orderly behavior and compliance with any policies for the use of the IRA Civic Center which may be promulgated by Lessor from time-to-time. Lessor shall provide City Police Officer services at the request of Lessee during boys' high school hockey games and tournaments. Reimbursement to Lessor of said Police Officer services is deemed included in the rental amount set forth in Paragraph 2.1 hereof. City Police Officers are present for the purpose of maintaining order and security for the safety of persons in attendance by enforcing all applicable ordinances and statutes and arresting persons suspected of violation of law.

**1.5 Parking Lot:** Lessee, its participants, staff and spectators shall have the right to use the IRA Civic Center parking lot in conjunction with Lessee's activities and events at the IRA Civic Center, subject to parking lot utilization policies which may be promulgated by Lessor from time-to-time. Said use shall be in common with other invitees of Lessor who may be using the IRA Civic Center.

**1.6 Concessions:** Lessor retains the exclusive right to operate all concessions at the IRA Civic Center, either through representatives of Lessor or Lessor's assignees. This Lease Agreement does not confer upon Lessee the right to operate concessions at the IRA Civic Center.

## ARTICLE II – LEASE

**2.1 Lease:** Lessee shall pay to Lessor monthly, in advance, the sum of \$14,335.50 payable on the first day of each month of the year commencing July 1, 2021 through June 30, 2022 (\$172,026.00 annually). Lease payments shall be payable to the order of the City of Grand Rapids and mailed or delivered to such address as Lessor may designate from time-to-time.

**2.2 Lease Adjustment:** The amount of lease payments for the period of July 2022 through June 2023 shall be increased by three percent (\$177,186.00) The amount of lease payments for the period of July 2023 through June 2024 shall be increased by three percent (\$182,501.00). In addition, any increase or alteration in use by Lessee during 2021 - 2022 or subsequent years shall subject the payment amount to further review and renegotiation by the parties, provided that in no event shall the rents be decreased to less than the above amount or that stated in Section 2.1 together with the aforementioned annual three percent increases.

If hockey season is cancelled or altered due to a pandemic, any months 'In Pause' from November 1<sup>st</sup> through March 30<sup>th</sup> the monthly lease rates shall be reduced by 37%.

**2.2.1 Lease Renegotiations:** Lease renegotiations due to the increase or alteration in use by Lessee shall be conducted in accord with this Section. For the 2022-2023 lease period, the parties shall conduct any renegotiations during the month of March, 2022. If the parties are unable to reach agreement after any such renegotiation, then this agreement shall terminate as of June 30, 2022. For the 2023-2024 lease period, the parties shall conduct renegotiations during the month of March, 2023. If the parties are unable to reach an agreement after such renegotiations, then this agreement shall terminate as of June, 2023.

## ARTICLE III – MAINTENANCE, REPAIR

**3.1 Maintenance, Repair:** Lessor shall at all times during the term of this Lease Agreement, at Lessor's own cost and expense, repair and maintain the IRA Civic Center, any improvements or alterations thereto, all fixtures and equipment therein, and the exterior of the building and the parking lot, except as otherwise provided in this Article.

**3.2 Damages:** Lessee shall reimburse Lessor for the reasonable cost to repair and restore the IRA Civic Center in the event of damage to the premises caused by negligence on the part of participants, coaches or other staff, or spectators who are in or upon the IRA Civic Center in conjunction with any of Lessee's activities or events.

**3.3 Cleanup:** Although Lessor retains ultimate responsibility for maintenance, Lessee shall perform routine clean up after its use of the premises, including proper storage of all equipment, pick up and proper disposal of litter, and clean up of kitchen areas and utensils.

**3.4 Alterations, Improvements:** Lessee shall not make alterations or improvements to the premises without the advance written consent of Lessor.

## ARTICLE IV -UTILITIES

**4.1 Utilities Services:** Lessor shall furnish such heat, air conditioning, water, sewer, electricity and garbage collection as shall be necessary, in Lessor's judgment for the comfortable use and occupancy of the premises under normal conditions.

**4.2 Conservation of Utilities:** Lessee shall conserve heat, water, and electricity, and shall not neglect or misuse, water fixtures, electric lights, or other equipment or facilities furnished in conjunction with Lessor's provision of utilities pursuant to this Article.

## ARTICLE V - TERM

**5.1 Term:** The term of this Lease Agreement shall be from July 1, 2021 through June 30, 2024, except that this Lease Agreement may terminate pursuant to the terms and conditions contained in Section 2.2.1 for any subsequent lease period.

## ARTICLE VI - DEFAULTS

**6.1 Default by Lessee:** On the occurrence of either of the following: (a) a lease payment from the Lessee to the Lessor shall remain unpaid in whole or in part for more than thirty (30) days after it is due and payable; or (b) the Lessee's violation or default in any of covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice from the Lessor of such violation or default; then it shall be optional for the Lessor to declare this Lease Agreement forfeited and the terms, including Lessee's right of use and possession of the IRA Civic Center, ended.

**6.2 Default by Lessor:** Lessor shall not be deemed to be in default under this Lease Agreement until the Lessee has given the Lessor written notice specifying the nature of the default, and the Lessor does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such character as to reasonably require more than thirty (30) days to cure.

## ARTICLE VII - ASSIGNMENT, SUBLETTING

**7.1** Lessee shall not assign any rights or duties under this Lease Agreement or sublet the leased premises, or any part thereof, nor allow any other person to occupy or use the leased premises without



the prior written consent of Lessor, which consent shall not unreasonably be withheld. A consent to assignment, sublease or other occupation or use by any other person or entity shall not be a consent to any subsequent assignment, sublease, occupation or use by persons other than Lessee. This Lease Agreement shall not be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor. If Lessor does give consent to assignment, subletting or occupation by another, such consent shall not release Lessee from its obligations hereunder unless a release is specifically given by Lessor.

**ARTICLE VIII - LESSOR'S ACCESS**

**8.1** Lessor, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the leased premises, or for any other purpose not inconsistent with Exhibit A. There shall be no diminution of rent and no liability on the part of Lessor by reason of any inconvenience, annoyance or injury caused by Lessor's reasonable exercise of the rights reserved by Lessor in this Article.

**ARTICLE IX - FIRE AND OTHER CASUALTY**

**9.1** If during the term of this Lease Agreement the leased premises or any portion thereof shall be damaged or destroyed by fire or other casualty so that the said leased premises or a portion thereof shall thereby be rendered unfit for use or occupation, Lessor shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until said premises shall have been duly repaired and restored, the rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated, or (b) Lessor may terminate this lease and end the term thereof, and in case of such termination, the rent shall be paid to the date of such fire or casualty and all other further obligations on the part of either party hereto shall cease.

**ARTICLE X - HOLDING OVER**

**10.1** Any holding over by Lessee of the leased premises after the expiration or termination of the term of this Lease Agreement without consent of Lessor shall constitute a default by Lessee hereunder and Lessee shall be liable and responsible for all damages and costs sustained by Lessor thereby. Said holding over shall constitute Lessee to be a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement and so far as the same can be applicable to a month-to-month tenancy.

**ARTICLE XI - INDEMNIFICATION, INSURANCE**

**11.1 Indemnity:** Lessee shall protect, defend, hold harmless and indemnify Lessor against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorneys fees for defense, arising out of or in any way related to Lessee's use of the premises or any of Lessee's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by Lessor. In case of any action or proceeding brought against Lessor by reason of a claim covered by this Paragraph 11.1, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonable satisfactory to Lessor .

**11.2 Insurance:** Lessee shall maintain through the term of this Lease Agreement a policy of comprehensive general liability insurance with limits of at least \$1,000,000 per person, \$1,000,000 per

occurrence, or Lessor's statutory limits of liability pursuant to Minnesota Statutes, whichever is greater. As to each such policy Lessor shall be named as an additional insured. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.

**11.3 Liability to Lessee:** Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.

**11.4 Liability Limits Not Waived:** Nothing in this Article XI shall cause either Lessor or Lessee to be subject to liability in excess of any statutory limits of liability applicable to Lessor or Lessee.

**ARTICLE XII - MISCELLANEOUS**

**12.1 Notices:** All notices herein provided for shall be sent by registered mail, postage prepaid, return receipt requested, and shall be deemed to have been given when sent, and if by Lessee to Lessor shall be addressed to Lessor at the place herein provided for the payment of rent, and if given by Lessor to Lessee shall be addressed to: Superintendent, Independent School District No. 318, Administration Building, 820 NW 1st Avenue, Grand Rapids, MN 55744.

**12.2 Waiver, Modification:** No waiver of any condition, covenant, right or option of this Lease by Lessor shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement. No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties in the same manner as the execution of this Lease.

**12.3 Representations:** Neither Lessor nor any agent or employee of Lessor has made any representations or promises with respect to the leased premises or the IRA Civic Center except as herein expressly set forth, and no rights, privileges, easements or licenses are required by Lessee except as herein expressly set forth.

**12.4 Cumulative Rights:** No right or remedy herein conferred on and reserved to the Lessee or the Lessor is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative in addition to every other right or remedy given herein or not or hereafter existing by law or in equity or by statute.

**12.5 Approvals:** Wherever the Lessor's or the Lessee's approval or consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given, unless within twenty (20) days of the request therefor, the Lessor or the Lessee, as appropriate, notifies the requesting party that the Lessor or the Lessee, as appropriate, is denying such approval or consent, stating in such notice that reasonable grounds therefor.

**12.6 Successors, Assigns:** This Lease Agreement shall be binding on and shall inure to benefit of the parties hereto and their respective successors and assigns. However, nothing in this paragraph shall be deemed to avoid the necessity of Lessee obtaining written consent from Lessor to assign or sublet this Lease Agreement.

**12.7 No Partnership:** Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

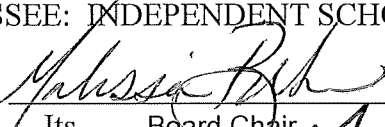
LESSOR: CITY OF GRAND RAPIDS

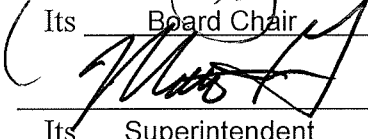
BY: \_\_\_\_\_  
Its Mayor

BY: \_\_\_\_\_  
Its City Clerk

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

LESSEE: INDEPENDENT SCHOOL DISTRICT NO 318

BY:  \_\_\_\_\_  
Its Board Chair

BY:  \_\_\_\_\_  
Its Superintendent

Date: 7/19/21

EXHIBIT A**ICE USES:**

- Boys Hockey
- Girls Hockey
- Cheerleader's practice (non-priority schedule)
- 70 hours of non-prime hours for physical education classes

**DRY FLOOR USES:**

- All boys and girls hockey ticket sales
- Exclusive locker room use for boys and girls hockey
- Year-around hockey equipment storage
- Exclusive storage area (skate sharpening room)
- Use of locker rooms for visiting football teams
- Use of upper lobby for ski team practice
- High School Graduation ceremonies
- Emergency evacuation holding area in case of emergency school closing
- 115 hours of dry floor activities, i.e. prom, baseball, tennis, lacrosse





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider making a motion to retire a city asset at auction and utilize McLaughlin Auctioneers LLC.

**PREPARED BY:** Cynthia Lyman

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**BACKGROUND:**

Last month at the July 12, 2021, City Council Meeting, the Public Works Department requested to retire city assets through the auction site, McLaughlin Auctioneers, LLC and was approved. The auction is being held at the Itasca County Garage in Cohasset on August 2<sup>nd</sup>, 2021. The two assets Public Works would like to retire are:

2004 Ford F350 with dump box and plow, Asset# 101-70-4010 and the

2006 Toro Groundsmaster 4100D Asset# 101-70-0276.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve the retirement of city assets at auction utilizing the auction service of McLaughlin Auctioneers, LLC, on August 2, 2021.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider approving easement related to Linda Lane Ditching project and authorize payment.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

The Linda Lane Ditching project includes the improvement of drainage along Linda Lane. In order to allow proper drainage from the roadway, an easement was required on parcel 91-034-1105. The total amount of the easement is \$1,086.29.

The project will be funded with the Storm Water Utility account.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve an easement related to the Linda Lane Ditching project and authorize payment.

**PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT**

THIS INDENTURE is made and entered into this 22 day of June, 2021, between **Marlene D. Luke, Scott T. Phipps, Chris R. Phipps**, of Phoenix, Arizona, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, described as follows, to-wit:

**Parcel 91-034-1105**  
**Existing Legal Description (Doc. No. A000729286)**

That part of the West Half of the Northeast Quarter of the Northeast Quarter (W1/2-NE1/4-NE1/4) of Section Thirty-four (34), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota, described as follows: Beginning at the southeast corner thereof; thence North 89 degrees 56 minutes 52 seconds West, bearing assumed, along the south line thereof, 285 feet; thence North 12 degrees 46 minutes 55 seconds West 225.63 feet; thence South 89 degrees 56 minutes 52 seconds East, parallel with said south line 36.80 feet; thence northeasterly along a curve, concave to the northwest with a central angle of 75 degrees 18 minutes 11 seconds and a radius of 86.13 feet, a distance of 113.20 feet; thence South 68 degrees 57 minutes 25 seconds East, 231.72 feet to intersect the east line of said West Half of the Northeast Quarter of the Northeast Quarter (W1/2-NE1/4-NE1/4), also being the west line of Outlot E, WINTER HILLS; thence South 00 degrees 31 minutes 05 seconds West along said east line 201.28 feet to the point of beginning.

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey an easement unto the CITY OF GRAND RAPIDS, MN, as Grantee, for public service and infrastructure purposes, free and clear of all encumbrances, the below described real estate in the County of Itasca, State of Minnesota, and the said grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does release the City of Grand Rapids, State of Minnesota, its successors and



assigns, from all claims for any and all damages resulting to the lands contained within the permanent easement area as hereinafter described by reason of the location, grading, construction, maintenance, and use of public service and infrastructure and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the City of Grand Rapids, State of Minnesota, shall have the right to use and remove all earth and materials contained within the permanent easement area as hereinafter described and the right to construct and maintain upon the lands contained within the permanent easement area as herein after described and the right to allow utilities within the easement more particular described as follows, to-wit: Rights to be Acquired:

Parcel 91-034-1105

Marlene D. Luke, Scott T. Phipps, Chris R. Phipps

A public service and infrastructure easement over that part Township 55N Range 25W Section 34 - REV DESC 3 OF NE NE, according to the plat thereof on file and of record at the County Recorder's Office, Itasca County, Minnesota, described as follows:

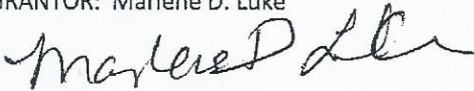
Beginning at the northeast corner of Lot 1, Block 2, SECOND ADDITION TO WINTER HILLS, according to the plat thereof on file and of record in the office of the County Recorder, Itasca County, Minnesota; thence South 13 degrees 40 minutes 43 seconds East, assumed bearing, along the east line of said Lot 1, a distance of 121.00 feet; thence North 89 degrees 09 minutes 10 seconds East 40.00 feet; thence North 13 degrees 40 minutes 43 seconds West, parallel with the west line of said Lot 1, a distance of 121.06 feet, more or less to the northerly line of Tract A, described above; thence westerly along said northerly line to the point of beginning.

Containing 4,719 SF, more or less.

Easement shown on attached EXHIBIT No. 1

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR: Marlene D. Luke



\_\_\_\_\_  
Marlene D. Luke

GRANTOR: Scott T. Phipps



\_\_\_\_\_  
Scott T. Phipps

GRANTOR: Chris R. Phipps



\_\_\_\_\_  
Chris R. Phipps

\_\_\_\_\_

STATE OF Arizona  
COUNTY OF Pima ) ss:

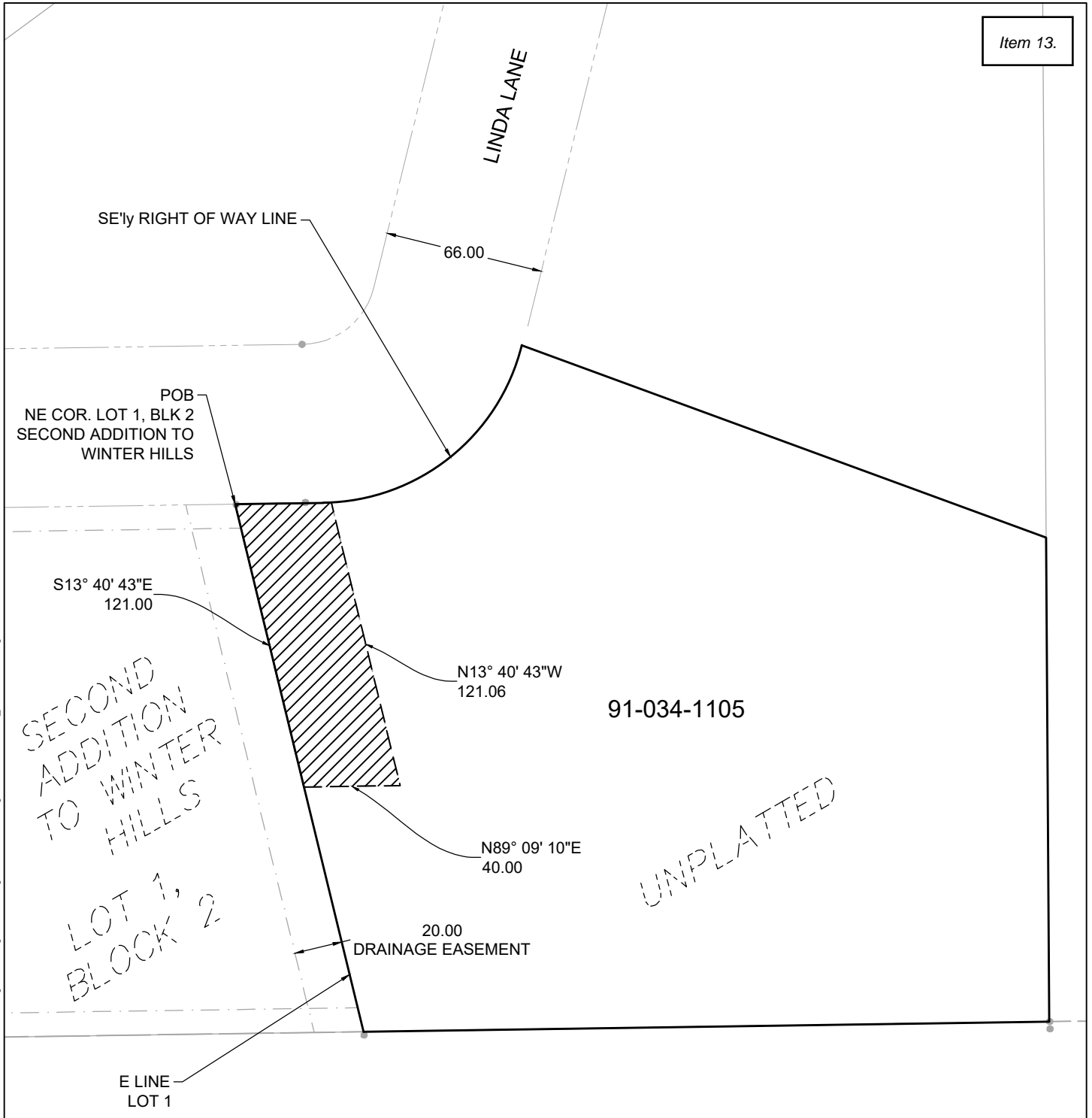
The foregoing instrument was acknowledged before me this 22 day of June, 2021, by **Marlene D. Luke, Scott T. Phipps, Chris R. Phipps**, Grantor.

(Notary Seal)  
J. Balderrama  
Notary Public - Arizona  
Pima County  
Commission Number 559305  
My Comm. Exp. 2/26/2023


J. Balderrama  
Signature of Person Taking Acknowledgement



This conveyance is entitled to recording without payment of fee pursuant to Minnesota Statutes Section 386.77, it being for the benefit of the City of Grand Rapids, MN.

This instrument was drafted by: Matt Wegwerth, PE, of the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.



Save: 5/5/2021 9:40 AM mhaselius Plot: 5/5/2021 9:42 AM X:\F\IG\GRANR\158701\Misc Services\Linda Lane Ditching\5-final.dsgn\51-drawings\10-Civil\cad\dwg\exhibit\11-LindaLane\_Easement2.dwg

PROPOSED PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT - 

PLATTED LOT LINES -  EASEMENT PARCEL - 

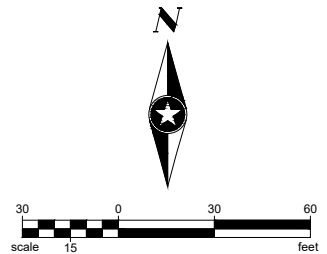

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Mark J. Haselius*

Mark J. Haselius, LS  
Minnesota License No. 47034

MAY 05, 2021  
Date

PARCEL NUMBER	91-034-1105
OWNER	LUKE, MARLENE D ETAL
AREA OF PARCELS	74765 SF
ZONING	RR
AREA OF PROPOSED EASEMENT	4719 SF

PHONE: 218.322.4500  
1200 SE 4TH AVE STE 200  
GRAND RAPIDS, MN 55744  
www.sehinc.com

FILE NO. GRANR 158701
DATE: 5/5/2021

**LINDA LANE  
EASEMENT EXHIBIT  
GRAND RAPIDS, MINNESOTA**

**EXHIBIT  
NO. 87**

PID 91-034-1105

Owners: Marlene Luke, Scott Phipps, Chris Phipps per Doc. No. A000729286

Tract A:

That part of the West Half of the Northeast Quarter of the Northeast Quarter (W1/2-NE1/4-NE1/4) of Section Thirty-four (34), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota, described as follows: Beginning at the southeast corner thereof; thence North 89 degrees 56 minutes 52 seconds West, bearing assumed, along the south line thereof, 285 feet; thence North 12 degrees 46 minutes 55 seconds West 225.63 feet; thence South 89 degrees 56 minutes 52 seconds East, parallel with said south line 36.80 feet; thence northeasterly along a curve, concave to the northwest with a central angle of 75 degrees 18 minutes 11 seconds and a radius of 86.13 feet, a distance of 113.20 feet; thence South 68 degrees 57 minutes 25 seconds East, 231.72 feet to intersect the east line of said West Half of the Northeast Quarter of the Northeast Quarter (W1/2-NE1/4-NE1/4), also being the west line of Outlot E, WINTER HILLS; thence South 00 degrees 31 minutes 05 seconds West along said east line 201.28 feet to the point of beginning.

**UTILITY EASEMENT**

All that part of the above described Tract A, lying within the following described easement area:

Beginning at the northeast corner of Lot 1, Block 2, SECOND ADDITION TO WINTER HILLS, according to the plat thereof on file and of record in the office of the County Recorder, Itasca County, Minnesota; thence South 13 degrees 40 minutes 43 seconds East, assumed bearing, along the east line of said Lot 1, a distance of 121.00 feet; thence North 89 degrees 09 minutes 10 seconds East 40.00 feet; thence North 13 degrees 40 minutes 43 seconds West, parallel with the west line of said Lot 1, a distance of 121.06 feet, more or less to the northerly line of Tract A, described above; thence westerly along said northerly line to the point of beginning.

**CERTIFICATION**

I hereby certify that this legal description was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.



\_\_\_\_\_  
Mark J. Haselius, LS  
Minnesota License No. 47034

May 03, 2021

\_\_\_\_\_  
Date



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider adopting a resolution authorizing the City to make application to the MN Department of Iron Range Resources and Rehabilitation Development Partnerships grant program for the Minnesota Autonomous Rural Transit (MARTI) Project

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

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### **BACKGROUND:**

With funding from the MNDOT CAV Challenge program advancing toward a final contract, potentially by September, staff is looking to other funding partners. The Minnesota Department of Iron Range Resources and Rehabilitation has expressed support for this project and has encouraged an application to their Development Partnerships grant program.

The grant request of \$300,000, if approved, would be applied towards a portion of the operational expenses of the 18-month autonomous shuttle service.

### **REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution authorizing the City to make application to the MN Department of Iron Range Resources and Rehabilitation Development Partnerships grant program for the Minnesota Autonomous Rural Transit (MARTI) project.

CITY OF GRAND RAPIDS, MINNESOTA  
RESOLUTION NO. 21-

STATE OF MINNESOTA)  
COUNTY OF ITASCA)  
CITY OF GRAND RAPIDS)

**RESOLUTION AUTHORIZING THE CITY TO MAKE APPLICATION TO THE  
MINNESOTA DEPT. OF IRON RANGE RESOURCES AND REHABILITATION  
DEVELOPMENT PARTNERSHIPS GRANT PROGRAM FOR THE MINNESOTA  
AUTONOMOUS RURAL TRANSIT PROJECT**

**WHEREAS THE** Grand Rapids City Council approves of the above application,  
because it supports community and economic development that is consistent with the  
Comprehensive Plan.

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

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. \_\_\_\_\_ was declared duly passed and adopted this  
26<sup>th</sup> day of July, 2021

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider approving temporary liquor license for Itasca Curling Club, event scheduled for August 14, 2021.

**PREPARED BY:** Kim Gibeau

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### **BACKGROUND:**

Itasca Curling Association has submitted an application for a temporary 1 -4 day liquor license for an event on August 14, 2021.

### **REQUESTED COUNCIL ACTION:**

Make a motion approving temporary liquor license for Itasca Curling Association for an event scheduled for August 14, 2021.



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

Name of organization Itasca Curling Association Date organized 3-2000 Tax exempt number 84-3390890

Address 902 Nale Lake Pointe Rd City Grand Rapids State Minnesota Zip Code

Name of person making application Ramona Sjostrand Signature:  Business phone  Home phone 218-256-2030

Date(s) of event 8-14-2001 Type of organization  Club  Charitable  Religious  Other non-profit

Organization officer's name Amber Heinle City Grand Rapids State Minnesota Zip Code 55744

Organization officer's name Chris Carlson City Grand Rapids State Minnesota Zip Code 55744

Organization officer's name Julie Gotthard City Grand Rapids State Minnesota Zip Code 55744

Organization officer's name Ramona Sjostrand City Cohasset State Minnesota Zip Code 55721

Location where permit will be used. If an outdoor area, describe.  
At Club in Parking lot

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

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

APPROVAL

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

City or County approving the license 7-26-21 Date Approved  
\$ 20 Fee Amount Permit Date  
7-21-21 Date Fee Paid City or County E-mail Address  
City or County Phone Number

Signature City Clerk or County Official \_\_\_\_\_ Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider signing a Memorandum of Understanding (MOU) with the Itasca County Toward Zero Deaths Coalition.

**PREPARED BY:** Steve Schaar

### **BACKGROUND:**

The Itasca County Toward Zero Death (TZD) coalition has an education component along with an enforcement component to collaborate together with the goal of reducing traffic related deaths and serious injuries related to traffic crashes. This coalition is described as TZD Safe Roads Coalition.

The purpose of this understanding is to clarify the expectations and level of support that the **City of Grand Rapids** will provide on behalf of the **Itasca County Toward Zero Deaths Coalition** TZD Safe Roads Coalition during the period beginning **October 1, 2021** and ending **September 30, 2022**.

**City of Grand Rapids** hereby agrees to:

1. Regularly attend TZD Safe Roads Coalition meetings.
2. Regularly attend Fatal Review Committee meetings.
3. Actively participate in TZD Safe Roads Coalition activities.
4. Report outcomes of activities to the TZD Safe Roads Coalition Coordinator.
5. Assist in obtaining crash information for Fatal and Serious Injury Committee meetings (Enforcement agencies only).

The **Itasca County Toward Zero Deaths Coalition** hereby agrees to:

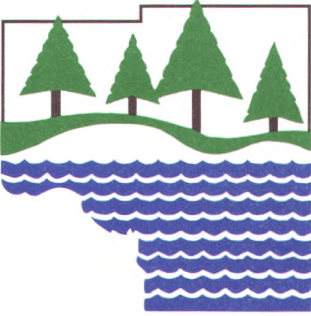
1. Provide adequate notice of scheduled TZD Safe Roads Coalition meetings.
2. Provide TZD Safe Roads Coalition meeting minutes.
3. Provide adequate notice of scheduled Fatal Review Committee meetings.
4. Provide Fatal Review Committee meeting minutes.
5. Actively participate in TZD Safe Roads Coalition activities.

To accomplish these objectives, TZD Safe Roads Coalition meetings will be held at least six times a year. Fatal and Serious Injury Review Committee meetings will be held at least four times a year. This memorandum may be terminated by either party giving the other party one month notice in writing.

Nothing in this Memorandum of Understanding (MOU) shall be deemed to be a commitment or obligation of funds from either party. This MOU is at-will and may be modified with the mutual consent of the authorized individuals of both parties.

**REQUESTED COUNCIL ACTION:**

Make a motion to sign a Memorandum of Understanding (MOU) with the Itasca County Towards Zero Deaths Coalition and the City of Grand Rapids.



# ITASCA COUNTY HEALTH AND HUMAN SERVICES ITASCA RESOURCE CENTER

1209 S.E. 2nd Ave., Grand Rapids, Minnesota 55744-3983  
Hearing Impaired Number TDD: 218-327-5549

**218-327-2941**

Visit us at: [www.co.itasca.mn.us](http://www.co.itasca.mn.us)

### Memorandum of Understanding

The purpose of this understanding is to clarify the expectations and level of support that the **City of Grand Rapids** will provide on behalf of the **Itasca County Toward Zero Deaths Coalition** TZD Safe Roads Coalition during the period beginning **October 1, 2021** and ending **September 30, 2022**.

The goal of this collaboration is to work together toward the goal of zero traffic deaths and serious injuries on our roads and highways.

Agreement:

**City of Grand Rapids** hereby agrees to:

1. Regularly attend TZD Safe Roads Coalition meetings.
2. Regularly attend Fatal Review Committee meetings.
3. Actively participate in TZD Safe Roads Coalition activities.
4. Report outcomes of activities to the TZD Safe Roads Coalition Coordinator.
5. Assist in obtaining crash information for Fatal and Serious Injury Committee meetings (Enforcement agencies only).

The **Itasca County Toward Zero Deaths Coalition** hereby agrees to:

1. Provide adequate notice of scheduled TZD Safe Roads Coalition meetings.
2. Provide TZD Safe Roads Coalition meeting minutes.
3. Provide adequate notice of scheduled Fatal Review Committee meetings.
4. Provide Fatal Review Committee meeting minutes.
5. Actively participate in TZD Safe Roads Coalition activities.

To accomplish these objectives, TZD Safe Roads Coalition meetings will be held at least six times a year. Fatal and Serious Injury Review Committee meetings will be held at least four times a year.

This memorandum may be terminated by either party giving the other party one month notice in writing.

Nothing in this MOU shall be deemed to be a commitment or obligation of funds from either party.

This MOU is at-will and may be modified with the mutual consent of the authorized individuals of both parties.

Signed,

Name: \_\_\_\_\_

Organization: **City of Grand Rapids**

Title: \_\_\_\_\_

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

Name: Kelly Chandler

Organization: **Itasca County Public Health**

Title: **Public Health Division Manager**

Date: 7-20-2021



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider adopting a resolution accepting \$50,000 grant from MN Department of Iron Range Resources and Rehabilitation Downtown Streetscapes Grant Program for the Grand Iron Range CAV Project

**PREPARED BY:** Eric Trast, Community Development Department

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### **BACKGROUND:**

The City Council previously authorized an application to MN IRRR for a Streetscapes Grant for the Grand Iron Range CAV Project.

As part of the funding for this project, the grant amount requested was for \$50,000, and the match amount will be funded by in-kind services from the City and other grant sources, which have already been secured.

The City was recently notified that the MN IRRR awarded a grant of \$50,000.00.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopting a resolution accepting a \$50,000 grant from the Minnesota Department of Iron Range Resources and Rehabilitation Downtown Streetscapes Grant Program for the Grand Iron Range CAV Project.

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

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A \$50,000.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) DOWNTOWN STREETSCAPES GRANT PROGRAM FOR THE GRAND IRON RANGE CAV PROJECT

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, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$50,000.00 grant from the Minnesota Department of Iron Range Resources and Rehabilitation Downtown Streetscapes Grant Program for the Grand Iron Range CAV Project.

Adopted this 26<sup>th</sup> day of July, 2021.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider Amendment #1 to the Consulting Agreement with The Plum Catalyst

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

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### **BACKGROUND:**

In March, the City Council approved a contract with The Plum Catalyst for strategic planning and program oversight of the autonomous shuttle project, now known as the Minnesota Autonomous Rural Transit Initiative (MARTI).

The proposed amendment to the contract with Plum adds program oversight for the objectives included in the recent IRRR award of \$50,000 to the City, through their Downtown Streetscapes grant program. The term of the contract is extended under the amendment until the end of the IRRR grant term, which is June of 2022. The proposed fee for the additional services is \$1,250/month for a maximum of \$15,000. This expense is reimbursable through the IRRR grant proceeds.

### **REQUESTED COUNCIL ACTION:**

Make a motion approving Amendment #1 to the Consulting Agreement with The Plum Catalyst.



# THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

## CONSULTING AGREEMENT FOR THE CITY OF GRAND RAPIDS, MINNESOTA

AMENDED ON JULY 21, 2021



612-999-5670



[TAMMY@THEPLUMCATALYST.COM](mailto:TAMMY@THEPLUMCATALYST.COM)



[LINKEDIN.COM/IN/TAMMYMEEHAN](https://www.linkedin.com/in/tammymeehan)



[@THEPLUMCATALYST](https://twitter.com/THEPLUMCATALYST)



# THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

## PROJECT: GRAND IRON RANGE CAV ECONOMIC & WORKFORCE DEVELOPMENT

### JOINT OBJECTIVE

Economic and workforce development attracting future mobility technologies and creating transportation related career pathways in Grand Rapids and the Iron Range/Arrowhead region

### CONTRACT PERIOD

**\*\*16 months**  
(March 2021-  
February 2022)

\*\*Amended to June 20, 2022 expiration date for project management of IRRR Streetscapes grant

### PROJECT BACKGROUND

In November 2020, the PLUM Catalyst brought together a team for the scoping and writing of a MnDOT Connected and Automated Vehicle (CAV) RFP program on behalf of May Mobility, and the public/private team of stakeholders. Working with the IRRR, City of Grand Rapids, May Mobility, Via, and other local stakeholders, the final MnDOT CAV Challenge RFP submission (submitted on Feb 11, 2021) proposed a funding contribution of approximately 40% of the total project, an ask of about \$1.3M which included funding for: \$935k toward 18 mos of shuttle operations and \$413k of University of Minnesota AV-related research. The Grand Rapids team members expressed interest in also pursuing Economic & Workforce Development related project(s) associated with the proposed CAV shuttle project. MnDOT funding could not be allocated for workforce development related efforts so this effort was saved for future scoping. Additionally, since the writing of the MNDOT proposal, new Dept of Energy (DOE) grants relating to Vehicle Technologies and "living lab" funding have been posted. The group will continue to evaluate these new federal and other related grant opportunities to continue to expand the CAV initiative in geography and timeline.

In addition to program management with the tech clients like May Mobility, The PLUM Catalyst also serves on the Minnesota Governor's Advisory Council, CAV Innovation Alliance's Labor & Workforce sub-committee and helps other public and private clients understand and prepare for future labor and workforce needs. Expanding the state's current CAV-related efforts into greater MN is always a topic of conversation.

Given the current timing in the industry, including the supportive MN Governor's Advisory Council, Labor & Workforce Development sub-committee, and the available grant opportunities, The City of Grand Rapids and the Grand Iron Range CAV initiative economic and workforce development stakeholders would benefit from dedicated strategic planning and implementation time from The PLUM Catalyst to help champion the region with existing national/state efforts for these CAV-related industry needs.

### PROJECT APPROACH

The subproject 1 as proposed will be contracted between The PLUM Catalyst and the City of Grand Rapids and additional efforts will be broken out into additional *Subproject* areas to align to funding partner objectives, goals, and deliverables. Examples of subprojects include:

**Subproject 1:** CAV Initiative Strategic Planning and Oversight

\*\*Added Project Management for IRRR Streetscapes grant (July 1, 2021- June 30, 2022)

**Subproject 2:** IASC Career Pathways Development (Computer Science Technologies) (confirmed)





# THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

PROJECT: GRAND IRON RANGE CAV ECONOMIC & WORKFORCE DEVELOPMENT

## ADDITIONAL TERMS & CONDITIONS

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### Fees:

Subproject 1: \$30,000 total or \$2500/month ( March 2021-February 2022)

\*\*Amended 7/21: Added to Subproject 1 (Streetscapes grant): \$15,000 total or \$1250/month (July 2021-June 2022)

Additional time – If additional time above the selected outlined subproject options is warranted and agreed upon in writing by both of us, those hours will be billed at \$270 per hour at the end of the monthly cycle in which they were accrued.

Travel expenses – The City of Grand Rapids agrees to pay reasonable and customary travel expenses for any business travel agreed upon in advance. Travel expenses include coach airfare, hotel accommodations, ground transportation, meals and related expenses. Use of my personal vehicle for travel shall be reimbursed at the IRS 2021 rate of \$0.56 per mile. Expenses will be billed monthly as they are actually accrued and are due on receipt of the invoice.

Payment terms – Our agreement shall begin upon receipt of the first monthly payment (an advance payment) and additional payments shall be paid monthly by bank transfer within 14 days of the receipt of an invoice and the monthly report. Additional time and travel expenses shall be included in the monthly invoice.

Duration – The term of this agreement shall be 12 months from receipt of the first payment. The term may be extended by our mutual agreement at any time.

Cancellation – Either of us has the right to cancel this agreement for any reason by providing a 30 day written notice to the other.

Best effort –Due to the nature of assignments and work to be carried out, specific results cannot always be guaranteed. We agree that I and The City of Grand Rapids employees will carry out work toward our joint objectives using our own best efforts and that immediate feedback is warranted if either of us feels the other is not utilizing their best effort.





# THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

PROJECT: GRAND IRON RANGE CAV ECONOMIC & WORKFORCE DEVELOPMENT

## JOINT ACCOUNTABILITIES

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The Plum Catalyst accountability includes:

- Adhering to agreed upon deadlines
- Providing a written monthly report on the progress of active assignments
- Responding promptly to company correspondence
- Providing timely notification when projects are nearing completion or reduction of effort so that new assignments can be agreed upon

The City of Grand Rapids accountability include:

- Ensuring access to employees and key individuals at mutually convenient times
- Providing all information that is relevant to the assignments
- Developing new assignments as time becomes available for me to work on them

Our joint accountabilities include:

- Informing each other in a timely manner of information arising that has a bearing on the assignments or our joint objectives
- Using reasonable efforts in scheduling mutually agreeable times for travel and meetings

## ACCEPTANCE

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Authorizing work under subproject 1, additional work would require City Council approval unless contracting directly with other fiscal agents:

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Tammy Meehan Russell  
 Founder & Chief Catalyst  
 The Plum Catalyst LLC

March 3, 2021

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Name  
 Title  
 City of Grand Rapids

Date:



# THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

PROJECT: GRAND IRON RANGE CAV ECONOMIC & WORKFORCE DEVELOPMENT

## SUBPROJECT I: CAV Initiative Strategic Planning & Program Oversight

### Objectives

- Promote and educate the local stakeholders regarding the new transportation and automation technologies
- Identify and support outreach for program partnerships
- Create objectives, timelines, clear goals and subproject alignment for full project funding partners
- Work with existing local team members and other partners to convene kick-offs and check in meetings
- Keep the program & subprojects moving forward!

### Fee

**\$30,000**

Assumes approx. 10 hours per month  
(\$2500/month)

### Stakeholders

- IRRRB
- Blandin Foundation
- Itasca Comm College/Hibbing
- IASC (Next Pathways)
- Itasca County
- MnDOT
- DEED
- Others (TBD)

### Deliverables

1. Project team(s) contact list
2. Meeting scheduling and coordination
3. Funding partner meeting summaries
4. One-pager that outlines: the process, participants, findings, goals, and responsible parties
5. Proposals to current and additional stakeholders as needed



# THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

PROJECT: GRAND IRON RANGE CAV ECONOMIC & WORKFORCE DEVELOPMENT

## AMENDMENT TO SUBPROJECT I: Added IRRR Streetscapes Program Oversight

### Objectives

- AV Shuttle Vehicle Wraps advertising the project and the partners
- Route Signage communicating with potential users of how to interact with the shuttles
- Mobility Hubs research, planning and implementing for future trip chaining and comfortable on/off points
- Student Designed Shuttle Localization Fixtures allowing the students to feel connected to the project and learn how the shuttle navigates while improving the look and feel of portions of the route area
- A community derived project song, played during demonstration events and other promotional activities

### Fee

\$15,000 total  
(\$1250/month)

### Stakeholders

- IRRRB (funder)
- Itasca County
- MnDOT
- DEED
- Others (TBD)

### Deliverables

1. Project team(s) contact list
2. Meeting scheduling and coordination
3. Reviews and submissions of final deliverables



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider approving New Fire Hall Max Gray Construction Phase 2 Change Order #007.

**PREPARED BY:** Nathan Morlan

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**BACKGROUND:**

New Fire Hall Phase 2 Max Gray Construction Change Order #007 is related to moisture mitigation in office area in order to install finished floor material. The concrete did not have adequate time to cure and in order to maintain schedule and manufactures warranty of the finished floor material a sealer was required to be installed. This change order also includes 4 minor general construction changes.

**REQUESTED COUNCIL ACTION:**

Make a motion approving New Fire Hall Phase 2 Max Gray Construction Change Order #007 for the amount of \$18,543.78.



Project: 2050-00 - GR FIRE DEPT. NEW SITE PHASE 2  
 104 SE 11TH ST.  
 GRAND RAPIDS, Minnesota 55744

Item 19.

**CHANGE EVENT #019 - Precast opening too small** *Door 102*

**Origin:**

**Date Created:** 4/1/2021      **Created By:** Bryan Ross  
**Status:** Open      **Scope:** Out of Scope  
**Type:** Owner Change      **Change Reason:** Design Development

**Description:**

**Attachments:** [Scan\\_0001.pdf](#)

**CHANGE EVENT LINE ITEMS**

Budget Code	Vendor / Contract	Revenue			Cost			Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.		
08-4000.SUB	ANDERSON GLASS CO INC	\$418.00		\$418.00	\$418.00			\$418.00	\$0.00
Entrances & Store									
2050-00-2034									
Fronts.Subcontractors									
Description:									
cut door down									
90-3000.OTH		\$41.80		\$41.80	\$41.80			\$41.80	\$0.00
General Mark-up.Other									
90-3005.OTH		\$4.60		\$4.60	\$4.60			\$4.60	\$0.00
Bond - Mark-up.Other									
<b>Grand Totals</b>		<b>\$464.40</b>	<b>\$0.00</b>	<b>\$464.40</b>	<b>\$464.40</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$464.40</b>	<b>\$0.00</b>



Project: 2050-00 - GR FIRE DEPT. NEW SITE PHASE 2  
 104 SE 11TH ST.  
 GRAND RAPIDS , Minnesota 55744

Item 19.

## CHANGE EVENT #017 - ICS RFI # 37 NO Pour stop have to supply and install c channel to accommodate

**Origin:** RFI #11: Pour Stop  
**Date Created:** 3/26/2021 **Created By:** Bryan Ross  
**Status:** Open **Scope:** Out of Scope  
**Type:** Owner Change **Change Reason:** Design Development  
**Description:** The cost for the C12 x 9'-6 1/2", the 4x4 clip angle and expansion bolts would be \$415.

If we can install it when we install the ladder our price will be \$275.00.

**Attachments:** [pour\\_stop\\_fix.pdf](#)

### CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue			Cost			Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.		
05-1100.SUB Structural Steel Erection Sub.Subcontractors	NORTHERN INDUSTRIAL ERECTORS 2050-00-2030	\$275.00		\$275.00	\$275.00			\$275.00	\$0.00
05-5000.MAT Metal Fabrications.Materials	R C FABRICATORS INC 2050-00-001	\$443.53		\$443.53	\$443.53			\$443.53	\$0.00
90-3000.OTH General Mark-up.Other	Max Gray Construction, Inc.	\$71.83		\$71.83	\$71.83			\$71.83	\$0.00
90-3005.OTH	Max Gray Construction, Inc.	\$7.90		\$7.90	\$7.90			\$7.90	\$0.00

Item 19.

Budget Code	Vendor / Contract	Revenue			Cost			Over/ Under	Budget Mod.	
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.			Latest Cost
Bond - Mark-up.Other										
<b>Grand Totals</b>		\$798.26	\$0.00	\$798.26	\$798.26	\$0.00	\$0.00	\$798.26	\$0.00	\$0.00





Project: 2050-00 - GR FIRE DEPT. NEW SITE PHASE 2  
 104 SE 11TH ST.  
 GRAND RAPIDS , Minnesota 55744

Item 19.

## CHANGE EVENT #014 - laminate masonry wall

**Origin:**

**Date Created:** 3/12/2021      **Created By:** Bryan Ross  
**Status:** Open      **Scope:** Out of Scope  
**Type:** Owner Change      **Change Reason:** Client Request

**Description:**

**Attachments:** [Laminate wall.pdf](#)

### CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue			Cost			Over/Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.		
09-2500.LAB	Max Gray Construction, Inc.	\$498.00		\$498.00	\$498.00			\$498.00	\$0.00
Gypsum									
Wallboard.Labor									
09-2500.MAT	Max Gray Construction, Inc.	\$78.00		\$78.00	\$78.00			\$78.00	\$0.00
Gypsum									
Wallboard.Materials									
09-9000.SUB	REGIONAL CONTRACTING	\$255.00		\$255.00	\$255.00			\$255.00	\$0.00
Painting.Subcontractor & PAINTIN									
s 2050-00-2038									
Description: taping wall									

Budget Code	Vendor / Contract	Revenue			Cost			Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.		
90-3000.OTH	Max Gray Construction, Inc.	\$83.10		\$83.10	\$83.10			\$83.10	\$0.00
General Mark-up.Other									
90-3005.OTH	Max Gray Construction, Inc.	\$9.14		\$9.14	\$9.14			\$9.14	\$0.00
Bond - Mark-up.Other									
<b>Grand Totals</b>		<b>\$923.24</b>	<b>\$0.00</b>	<b>\$923.24</b>	<b>\$923.24</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$923.24</b>	<b>\$0.00</b>



Project: 2050-00 - GR FIRE DEPT. NEW SITE PHASE 2  
 104 SE 11TH ST.  
 GRAND RAPIDS , Minnesota 55744

## CHANGE EVENT #009 - Insulate voids in precast

### Origin:

Date Created: 2/23/2021

Created By: Bryan Ross

Status: Open

Scope: Out of Scope

Type: Owner Change

Change Reason: Client Request

### Description:

Attachments: [DOC022321.pdf](#)

## CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue			Cost			Over/ Under	Budget Mod.	
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.			Latest Cost
01-9104.LAB	Max Gray Construction, Inc.	\$304.00		\$304.00	\$304.00			\$304.00	\$0.00	
Insulate Precast.Labor										
01-9104.MAT	Max Gray Construction, Inc.	\$89.33		\$89.33	\$89.33			\$89.33	\$0.00	
Insulate Precast.Materials										
90-3000.OTH	Max Gray Construction, Inc.	\$39.60		\$39.60	\$39.60			\$39.60	\$0.00	
General Mark-up.Other										
90-3005.OTH	Max Gray Construction, Inc.	\$4.32		\$4.32	\$4.32			\$4.32	\$0.00	
Bond - Mark-up.Other										
<b>Grand Totals</b>		<b>\$437.25</b>	<b>\$0.00</b>	<b>\$437.25</b>	<b>\$437.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$437.25</b>	<b>\$0.00</b>	<b>\$0.00</b>



## CHANGE EVENT #023 - ICE CE#48 Moisture mitigation

**Origin:**

**Date Created:** 5/21/2021      **Created By:** Bryan Ross  
**Status:** Open      **Scope:** Out of Scope  
**Type:** Owner Change      **Change Reason:** Existing Condition

**Description:**

**Attachments:** [DCS Proposal- 21-0420-3 MM .pdf](#)

### CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
09-8010.SUB Epoxy Floor.Subcontractors	DULUTH COATING SYSTEMS 2050-00-2043	\$14,330.00		\$14,330.00	\$14,330.00			\$14,330.00	\$0.00	
90-3000.OTH General Mark-up.Other	Max Gray Construction, Inc.	\$1,433.00		\$1,433.00	\$1,433.00			\$1,433.00	\$0.00	
90-3005.OTH Bond - Mark-up.Other	Max Gray Construction, Inc.	\$157.63		\$157.63	\$157.63			\$157.63	\$0.00	
<b>Grand Totals</b>		<b>\$15,920.63</b>	<b>\$0.00</b>	<b>\$15,920.63</b>	<b>\$15,920.63</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,920.63</b>	<b>\$0.00</b>	<b>\$0.00</b>

Description:  
moisture mitigation



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider approving temporary liquor license for Klockow Brewing Oktoberfest event.

**PREPARED BY:** Kim Gibeau

---

### **BACKGROUND:**

Klockow Brewing Company has submitted an application for a 1 – 4 day temporary liquor license, event scheduled for September 25, 2021.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve temporary liquor license for Klockow Brewing Co. Oktoberfest event scheduled for September 25, 2021.



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

Name of organization		Date organized	Tax exempt number
Klockow Brewing Company Inc		1/3/2017	4840375
Address	City	State	Zip Code
36 SE 10th St.	Grand Rapids	Minnesota	55744
Name of person making application		Business phone	Home phone
Andy Klockow		2189997229	7156613510
Date(s) of event	Type of organization		
9/25/2021	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Andy Klockow	Grand Rapids	Minnesota	55744
Organization officer's name	City	State	Zip Code
Tasha Klockow	Grand Rapids	Minnesota	55744
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	

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

# Parking lot at Klockow Brewing Company

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

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

Employer's Mutual Casualty Company - 1,000,000

**Applicant Signature:** Andy Klockow  
Andy Klockow (Jul 22, 2021 11:58 CDT)

**APPROVAL**

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

**City of Grand Rapids**

City or County approving the license

**\$20.00**

Fee Amount

Date Fee Paid

Date Approved

Permit Date

**kgibeau@ci.grand-rapids.mn.us**

City or County E-mail Address

**218-326-7611**

City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider approving an easement with Minnesota Power related to the Solar Project at the GPZ Airport.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

Related to the solar garden project at the GPZ Airport, an easement is required for Minnesota to install/maintain electric lines to access the solar generated power. Attached are easements that cover these connections.

### **REQUESTED COUNCIL ACTION:**

Make a motion approving an easement with Minnesota Power related to the Solar Project at the GPZ Airport.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 7/26/2021

**AGENDA ITEM:** Consider amending job description and reclassify Community Development Specialist to Zoning Administrator.

**PREPARED BY:** Lynn DeGrio

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### BACKGROUND:

The job description for Community Development Specialist was last reviewed on June 25, 2012. Since that time, there have been changes in the duties of that position.

Director of Community Development Rob Mattei has reviewed the current job description and is making the following recommended changes:

1. Change the job title from “Community Development Specialist” to *Zoning Administrator*.
2. Add to: “Prepares a variety of studies, reports and related information for decision-making purposes” with *and presents that information to the Planning Commission and City Council*.
3. Change: “Prepares agendas for Economic Development Authority meetings.” To *Attends regular and special EDA meetings*.

An internal market study comparing the City of Grand Rapids with Bemidji and Cloquet has also been conducted. It has been determined that this position should be in Grade 11 instead of Grade 9. The annual salary difference between the two grades is \$9,802. We are recommending a two-step adjustment, which would be a salary increase of \$4,901.00 effective 7/25/2021 and a second salary increase of \$4,901.00 effective 1/1/2022.

### REQUESTED COUNCIL ACTION:

Make a motion to amend the job description for Community Development Specialist to Zoning Administrator along with the changes noted and increase Eric Trast’s annual salary by \$4,901.00 effective July 25, 2021 and by \$4,901.00 effective January 1, 2022.





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 7/26/2021

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### REQUESTED COUNCIL ACTION:

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## REQUEST FOR CITY COUNCIL CONSIDERATION

**AGENDA DATE:** July 26, 2021  
**AGENDA ITEM:** Consider authorizing the Mayor's execution of a Financial Assistance Award from the U.S. Department of Commerce Economic Development Administration for the Grand Rapids/Cohasset Industrial Park Infrastructure Project  
**PREPARED BY:** Rob Mattei, Director of Community Development

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**BACKGROUND:** On July 15, the Economic Development Administration (EDA) notified the City that our grant request of \$1,900,600 to fund approximately 50% of the infrastructure extension to the former Ainsworth industrial site had been awarded.

The Mayor's signature on the Financial Assistance Award (Form CD-450) constitutes the City's acceptance of the EDA grant award and the terms and conditions of the award.

**ATTACHMENTS:**

Financial Assistance Award (Form CD-450)  
 Construction Specific Award Conditions

**REQUESTED COUNCIL ACTION:** Pass a motion authorizing the Mayor's execution of a Financial Assistance Award from the U.S. Department of Commerce Economic Development Administration for the Grand Rapids/Cohasset Industrial Park Infrastructure Project

FORM CD-450 (MULTI) U.S. DEPARTMENT OF COMMERCE (REV. 10/17)		<input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT
<b>FINANCIAL ASSISTANCE AWARD</b>		FEDERAL AWARD ID NUMBER
		06-01-06338 URI: 116311
RECIPIENT NAME	PERIOD OF PERFORMANCE	
City of Grand Rapids	52 Months from Date of Award	
STREET ADDRESS	FEDERAL SHARE OF COST	
420 North Pokegama Avenue	\$ 1,900,600	
CITY, STATE, ZIP CODE	RECIPIENT SHARE OF COST	
Grand Rapids, MN 55744-2664	\$ 1,900,600	
RECIPIENT NAME	TOTAL ESTIMATED COST	
City of Cohasset	\$ 3,801,200	
STREET ADDRESS		
305 NW 1st Avenue		
CITY, STATE, ZIP CODE		
Cohasset, MN 55721-9698		
RECIPIENT NAME		
Itasca County		
STREET ADDRESS		
123 NE 4th Street		
CITY, STATE, ZIP CODE		
Grand Rapids, MN 55744-2659		
RECIPIENT NAME		
Itasca Economic Development Corporation		
STREET ADDRESS		
12 NW 3rd Street		
CITY, STATE, ZIP CODE		
Grand Rapids, MN 55744-2711		
Authority: Public Works and Economic Development Act of 1965, as amended		
CFDA No. and Name: 11.300 - Public Works and Economic Development Facilities		
Grand Rapids - Cohasset Industrial Park Infrastructure		
This Award document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this offer and de-obligate the funds.		
<input type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (November, 2020) <input type="checkbox"/> R & D AWARD <input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE <input checked="" type="checkbox"/> SPECIFIC AWARD CONDITIONS <input checked="" type="checkbox"/> LINE ITEM BUDGET <input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS AS ADOPTED PURSUANT TO 2 CFR § 1327.101 <input type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES <input type="checkbox"/> MULTI-YEAR AWARD: PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION. <input checked="" type="checkbox"/> OTHER(S): 1. EDA Standard Terms and Conditions for Construction Projects (March 2021) 2. 13 CFR Chapter III 3. GPRA Data Collection Form 4. SF-429 Real Property Reporting Requirements		
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER		DATE
Susan M. Brehm, Regional Director, EDA-CRO <b>SUSAN BREHM</b>		Digitally signed by SUSAN BREHM Date: 2021.07.14 20:02:51 -05'00'
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		DATE
Dale Christy, Mayor, City of Grand Rapids		
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		DATE
Max Peters, Director of City Operations, City of Cohasset		
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		DATE
Brett Skyles, County Administrator, Itasca County		

SPECIFIC AWARD CONDITIONS  
U.S. DEPARTMENT OF COMMERCE (DOC)  
Economic Development Administration (EDA) (“Government”)

**CONSTRUCTION PROJECTS:** Public Works and Economic Adjustment Assistance under Sections 201 and 209 of the Public Works and Economic Development Act (PWEDA) as amended, 42 U.S.C. §§ 3141 and 3149

<b>Project Title:</b> Grand Rapids – Cohasset Industrial Park Infrastructure	
<b>Recipients:</b> 1. City of Grand Rapids 2. City of Cohasset 3. Itasca County 4. Itasca Economic Development Corporation	
<b>Award Number:</b> 06-01-06338	<b>URI:</b> 116311

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this Project should be consistent with this *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this Award is as follows:

The City of Grand Rapids, MN project consists of extending water and sanitary sewer infrastructure to serve the industrial parcels south of County Road 63 and east of County Road 76. The improvements will serve an approximate 60-acre Itasca Economic Development Corporation owned industrial Park. The water improvements connect to the existing distribution system on the north side of Trunk Highway 2, follow County Road 63, runs through the Industrial Park, follow County Road 76 and connects back into the existing distribution system. The water alignment creates a loop for circulation that leads to better water quality and increased volume with the two connections. The water main components include 11,540 LF of 12-inch water main and 400 LF of 8-inch water main. The sanitary sewer improvements connect to the existing collection system south of the BNSF railroad tracks. A wet well pumping station is proposed on the south side of the Mississippi River with a directionally drilled force main running under the Mississippi River. The alignment for gravity sanitary sewer follows County Road 63 and runs into the Industrial Park. The sanitary sewer components include 5,770 LF of gravity sanitary main, 1,030 LF of 6-inch sanitary sewer force main and 2 lift stations, repair pavement as required due to pipe installations. All dimensions are approximate, and all related appurtenances are included.

**2. RECIPIENT INFORMATION:**

Dale Christy Mayor Phone: 218-259-4668 Email: <a href="mailto:dchristy@ci.grand-rapids.mn.us">dchristy@ci.grand-rapids.mn.us</a>	City of Grand Rapids 420 North Pokegama Avenue Grand Rapids, MN 55744-2664
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Max Peters Director of City Operations Phone: 218-328-6225 ext. 25 Email: <a href="mailto:maxp@cohasset-mn.com">maxp@cohasset-mn.com</a>	City of Cohasset 305 NW 1st Avenue Cohasset, MN 55721-9698
Brett Skyles County Administrator Phone: 218-327-7363 Email: <a href="mailto:brett.skyles@co.itasca.mn.us">brett.skyles@co.itasca.mn.us</a>	Itasca County 123 NE 4th Street Grand Rapids, MN 55744-2659
Tamara Lowney President Phone: 218-242-0572 Email: <a href="mailto:tlowney@itascaadv.org">tlowney@itascaadv.org</a>	Itasca Economic Development Corporation 12 NW 3rd Street Grand Rapids, MN 55744-2711

### 3. EDA INFORMATION:

EDA Project Team	Roles and Responsibilities
Susan M. Brehm Regional Director Phone: 312-789-9749 Email: <a href="mailto:sbrehm@eda.gov">sbrehm@eda.gov</a>	<u>Grants Officer</u> : Authorized to award, amend, suspend, and terminate financial assistance awards.
Dennis Foldenauer Area Director Phone: 312-789-9754 Email: <a href="mailto:dfoldenauer1@eda.gov">dfoldenauer1@eda.gov</a>	<u>Program Officer</u> : Oversees the programmatic aspects of this Award.
Jerry Figliulo Construction Project Manager Phone: 708-490-8431 Email: <a href="mailto:gfigliulo@eda.gov">gfigliulo@eda.gov</a>	<u>Project Officer/Construction Project Manager</u> : Responsible for day-to-day administration of this Award; liaises with Recipient and receives all reports and payment requests.

### 4. ADDITIONAL INCLUDED DOCUMENTS:

In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award (Form CD-450), the following additional documents are included with and considered part of the Award's terms and conditions:

- A. Recipient’s final completed application (this item not enclosed in the Award package)
- B. EDA Standard Terms and Conditions for Construction Projects
- C. Any other plans, schedules, or documents included in the original application, including subsequently submitted documentation, attached hereto, not already captured in other documents (if applicable, named in Attachment 1)

Should there be a conflict between the Specific Award Conditions (this document) and the application, the Specific Award Conditions, including any attachments, shall control.

- 5. PROJECT DEVELOPMENT TIME SCHEDULE:** Recipient agrees to the following project development time schedule:

Item	Due Date
Return of executed Financial Assistance Award	30 days from <i>Date of Award</i>
Start of Construction	18 months from <i>Date of Award</i>
Construction Completed	48 months from <i>Date of Award</i>
Authorized Award End Date	52 months from <i>Date of Award</i>

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA’s taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.339 – 200.343.

- 6. CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five years from the date the Form CD-450 is signed by the Grants Officer. If construction is not completed by this date and the Grants Officer determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously, this Award may be terminated. Extensions beyond the five-year project period are exceedingly rare and can be authorized only by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set forth in provision 7 above.

**7. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS:**

- A. *Award Disbursements*: **Reimbursement basis only.** EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs incurred, after all preconditions set forth in these Specific Award Conditions have been met.

The “Request for Reimbursement” (Form SF-271 or any successor form) is used to request a disbursement, which must be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, the Recipient must complete the Form SF-3881 (or any successor form) “ACH Vendor/Miscellaneous Payment Enrollment

Form” and submit it to NOAA’s Accounting Office by FAX at (301) 528-3675. (FAX is required to secure confidentiality of sensitive information.) The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

- B. *Project Progress Reports*: The Recipient shall submit project progress reports to the Construction Project Manager on a quarterly basis for the periods ending **December 31, March 31, June 30, and September 30**, or any portion thereof until the final grant payment is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Construction Project Manager and discussed during the project kick-off meeting. Reports are due no later than 30 days following the end of the quarterly period. The final report is due no later than 120 days after the Authorized Award End Date.
- C. *Financial Reports*: The Recipient shall submit a “Federal Financial Report” (Form SF-425) on a semi-annual basis for the periods ending **March 31, and September 30**, or any portion thereof, for the entire Award period. Reports are due no later than 30 days following the end of the semi-annual period. The final report is due no later than 120 days after the Authorized Award End Date.

8. **ALLOWABLE COSTS AND AUTHORIZED BUDGET**: Total allowable costs will be determined at the conclusion of the Award period in accordance with the administrative authorities applicable pursuant to the *Financial Assistance Award* (Form CD-450), including the applicable *Cost Principles* and *Uniform Administrative Requirements*, after final financial documents are submitted.

Except as otherwise expressly provided for within these Specific Award Conditions, the Investment Rate for the Award (*see* 13 C.F.R. §§ 300.3 and 301.4) shall apply to allowable costs incurred by the Recipient in connection with the Project. The Federal share in the allowable costs shall be based on the Investment Rate (*see* 2 C.F.R. § 200.41). In the event of an underrun in total allowable costs for this Project, the Federal share of allowable costs shall be determined by the Investment Rate established in the Form CD-450, or previously executed Form CD-451. The Federal share of total allowable costs shall not exceed the dollar amount of the original Award and subsequent amendments, if any, absent a determination by the Assistant Secretary.

- A. Under the terms of the Award, the total approved Authorized Budget is:

Federal Share (EDA)	\$1,900,600
Non-Federal Matching Share	\$1,900,600
Total Project Cost	\$3,801,200

- B. Under the terms of the Award, the total approved Line Item Budget is:

COST CLASSIFICATION	
Administrative and legal expenses	\$35,000
Land, structures, rights-of-way, etc.	

Relocation expenses and payments	
Architectural and engineering fees	\$232,000
Other architectural and engineering fees	\$20,800
Project inspection fees	\$277,200
Site work	
Demolition and removal	
Construction	\$3,082,100
Equipment	
Miscellaneous	
Contingencies	\$154,100
Total Project Costs	\$3,801,200

**9. MATCHING SHARE:** The Recipient agrees to provide the Recipient's Non-Federal Matching Share contribution for eligible Project expenses in proportion to the Federal share requested for such Project expenses (*see* 13 C.F.R. § 300.3). The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient's Matching Share of the Project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the Project. The Recipient further acknowledges that, prior to EDA authorizing the construction contract award, the Recipient will provide evidence satisfactory to the Government that all Matching Share funds necessary to complete the Project are available and unencumbered.

**10. REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA's account:

- A. The first option is the pay.gov website. This option allows the payee to pay EDA electronically. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- B. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Construction Project Manager. This option allows the payee to send a check to NOAA's Accounting Office, which processes EDA's accounting functions at the following address:

U.S. Department of Commerce  
National Oceanic and Atmospheric Administration  
Finance Office, AOD, EDA Grants  
20020 Century Boulevard  
Germantown, MD 20874

The accounting staff will scan the checks into an encrypted file and transfer to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting



funds to EDA via check. If the Recipient is remitting funds to EDA via check, it should make note of the following:

1. If a check is sent to EDA, it will be converted into an electronic funds transfer (EFT) by copying the check and using the account information to electronically debit the account for the amount of the check. The debit will usually occur within 24 hours and will appear on any regular account statement.
2. EDA will not return an original check; the original will be destroyed and a copy will be maintained by EDA. If the EFT cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of \$25.00, which will be collected by EFT.

Regardless of the method used, the Recipient shall contact the Project Officer prior to processing any payments as described in this Specific Award Condition.

**11. USEFUL LIFE:** The useful life of this project is hereby determined to be 20 years from the date of construction completion.

**12. GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 C.F.R. § 60-4 establishes goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4

The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: **6.9%**

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Specific Award Conditions.

The goal for the participation of minorities in the trade area shall be as follows until further notice: **1.2%**

Goals for minority participation shall be as prescribed by Appendix B-80 of the Federal Register notice published October 3, 1980 at 45 Fed. Reg. 65984–65991, or any subsequently published amendments. The Recipient shall include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6

**13. PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements at 2 C.F.R §§ 200.317 through

200.327 and EDA regulations contained in 13 CFR Chapter III, especially 13 CFR part 305 and 13 CFR § 302.17 (“Conflicts of Interest”).

- 14. ARCHITECT/ENGINEER AGREEMENT:** Prior to advertisement for construction bids, the Recipient must submit to the Government, an Architect/Engineer Agreement that meets the requirements in EDA’s Standard Terms and Conditions for Construction Projects, as well as the competitive procurement standards at 2 C.F.R §§ 200.317 through 200.327. The fee for basic Architect/Engineer Services will be a lump sum or an agreed maximum, and no part of the fees for other services will be based on a cost-plus-a-percentage-of-cost or a cost using a multiplier.
- 15. EVIDENCE OF GOOD TITLE:** In accordance with Section H of EDA’s Standard Terms and Conditions for Construction Projects, prior to advertising for construction bids, the Recipient shall provide an opinion of counsel, satisfactory to the Government, that the Recipient has acquired good and marketable title to land, free of all encumbrances, as well as rights-of-way and easements necessary for the completion of the project, or of a long-term leasehold interest in accordance with 13 C.F.R. Part 314.
- 16. NONRELOCATION:** In signing this Award, the Recipient attests that the EDA funded project will not be used to induce the relocation or the movement of existing jobs from one region to another region by a primary beneficiary of the Award (see 13 C.F.R. § 300.3). If EDA determines that its assistance was used for such relocation purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements and termination of the Award by agreement or unilaterally for noncompliance; disallowance of any costs attributable, directly or indirectly, to the relocation; and the recovery of the Federal share.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the Project. EDA considers an employer to be a “primary beneficiary” if, in seeking EDA assistance, the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more permanent jobs so identified.

- 17. PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leveraged three, six, and nine years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit the required reports can adversely impact the Recipient’s likelihood of securing future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA

staff will notify the Recipient in writing within a reasonable period prior to the deadline for submission of the reports with information on how this data should be submitted. The Recipient should ensure adequate and sufficient records are kept to support the methodology for computing initial job and private investment estimates and all subsequent actual performance data calculations so that this information can be made available to EDA during audits or performance site visits.

**18. REAFFIRMATION OF APPLICATION:** Recipient acknowledges that Recipient's application for this Award may have been submitted to the Government and signed by Recipient, or by an authorized representative of Recipient, electronically. Regardless of the means by which Recipient submitted its application to the Government or whether Recipient or an authorized representative of Recipient submitted its application to the Government, the Recipient hereby reaffirms and states that:

- A. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;
- B. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
- C. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the application.

The term "application" includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of initial application.

**19. EDA PROJECT SIGN:** The Recipient must erect and maintain in good condition and repair a sign or signs in accordance with current EDA specifications. Prior to on-site construction, a reproducible photograph of the sign must be submitted to EDA along with evidence that the sign is located at the project site.

**20. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE:**

- A. General Reporting Requirement. If the total value of the Recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Award, then the Recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b of this condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated

integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

- B. Proceedings About Which a Recipient Must Report. The Recipient must submit the information required about each proceeding that:
1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  2. Reached its final disposition during the most recent five-year period; and
  3. Is one of the following:
    - a. A criminal proceeding that resulted in a conviction, as defined in paragraph e of this award term and condition;
    - b. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - c. An administrative proceeding, as defined in paragraph e of this condition, that resulted in a finding of fault and liability and the Recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
    - d. Any other criminal, civil, or administrative proceeding if:
      - i. It could have led to an outcome described in paragraph B.3.a, b, or c of this condition;
      - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Recipient's part; and
      - iii. The requirement in this condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- D. Reporting Procedures. The Recipient must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this condition. The Recipient does not need to submit the information a second time under assistance awards if it already provided the information through SAM because it was required to do so under Federal procurement contracts that the Recipient was awarded.
- E. Reporting Frequency. During any period of time when the Recipient is subject to the requirement in paragraph a of this condition, it must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding that it has not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about criminal, civil, and administrative proceedings.

F. Definitions. For purposes of this condition:

1. “Administrative proceeding” means a nonjudicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. “Conviction,” for purposes of this condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes
  - a. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - b. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**21. LEAD RECIPIENT DESIGNATION AND OBLIGATIONS:** This Award is made to multiple Recipients as identified in the Financial Assistance Award Form CD-450 to which these Specific Award Conditions are attached. EDA requested that one of the Recipients be designated as the lead recipient to facilitate the administration of this Award. The Recipient named first in the Recipient name block on the CD-450 has agreed to be designated as lead recipient. The co-Recipients acknowledge, agree with and consent to this designation. The co-Recipients agree that all funds available pursuant to this Award will be disbursed by EDA to the Lead Recipient. The Lead Recipient agrees to be responsible for the further disbursement of all such funds received from EDA to the co-Recipients in accordance with the Budget attached to this Award. Such disbursement by the Lead Recipient to the co-Recipients will be made in accordance with all applicable Federal requirements as identified and set forth on the Financial Assistance Award Form CD-450. The Lead Recipient further agrees to be responsible for accumulating all necessary information for and the submission of all reports required to be submitted to EDA pursuant to this Award.

**22. RECORDED COVENANT:** To better memorialize and protect the federal share in real property acquired or improved, in whole or in part, with the funds made available under this Award, the Recipient shall and hereby agrees that prior to advertising for construction bids, it shall execute (or cause to be executed) and cause to be recorded a covenant of use and purpose on project property served by the EDA Investment Assistance.

For purposes of this condition, the project property is defined as the following properties:

- Itasca Economic Development Corporation – 57.9 Acres

The covenant(s) will be duly recorded with the appropriate office where covenants that run with the land are recorded for the jurisdiction where the real property is situated. The covenant(s) shall be in a form and substance satisfactory to EDA. Upon request by EDA, Recipient shall furnish an opinion by counsel for the Recipient that each covenant is a valid and enforceable agreement according to its terms and has been duly recorded in the appropriate office where covenants that run with the land are recorded for that applicable jurisdiction.

The Recipient further agrees that:

- A. Except as provided in 13 C.F.R. § 314.3(b), (c) or (d), whenever, during the expected useful life of the project, any property acquired or improved in whole or in part with grant assistance is disposed of, or no longer used for the authorized purpose of the project, the Government must be compensated by the Recipient for the Federal share of the value of the property, provided that for equipment and supplies, the standards of the Uniform Administrative Requirements for Grants at 2 C.F.R. § 200 or any supplements or successors thereto, as applicable, shall apply.
- B. If property is disposed of or encumbered without EDA approval, EDA may assert its interest in the property to recover the federal share of the value of the property for the Government. EDA may pursue its rights under both paragraphs (A) and (B) of this section to recover the federal share, plus costs and interest.
- C. The federal share of the value of the property is that percentage of the current fair market value of the property attributed to the EDA participation in the project (after deducting actual and reasonable selling and fix-up expenses, if any, incurred to put the property into condition for sale). The federal share excludes that value of the property attributable to acquisition or improvements before or after EDA's participation in the project and not included in project costs.
- D. The covenant or other statement of EDA's interest must remain in effect throughout the useful life of the Project which is determined to be 20 years.

**23. MASTER SALES AGREEMENT:** Prior to the disbursement of EDA funds, the Recipient shall submit for EDA review and approval a master sales agreement that meets the requirements of EDA's Property Management Standards at 13 C.F.R. § 314, including but not limited to the following provisions:

*Compliance with EDA Restrictive Covenants*

Seller and Buyer acknowledge that the premises were improved, in part, with funding from EDA and are subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, all recipients or owners and/or their successors and assigns agree as follows:

- A. Real property or equipment acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said property may not be used in



violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.

- B. Buyer agrees to provide Seller and EDA with any document, evidence or report required to assure compliance with federal and state law, including but not limited to applicable federal and state environmental laws.
- C. Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA award. This covenant shall remain in effect for 20 years, the EDA-defined useful life of the facilities.

**24. INDUSTRIAL ZONING DESIGNATION:** To better memorialize and protect the Federal Interest in real property served by funds made available under this Award, during the useful life of the EDA-funded improvements, the Recipient shall immediately notify EDA if it (1) changes the zoning of the approximately 131-acre industrial park site currently designated as “Shoreland Industrial Park District (SI2)” under restrictions set forth in Section 30-481 of the Grand Rapids Code, and/or (2) allows uses of such property served by the EDA investment which are inconsistent with the purposes of the Award. Upon notification, EDA reserves the right to require repayment of that portion of the federal share of the Award allocable to such changed zoning and proposed use.

**25. U.S. ARMY CORPS OF ENGINEERS:** Prior to awarding the construction contract, the Recipient shall provide evidence satisfactory to the Government that it has obtained a Department of Army permit from the U.S. Army Corps of Engineers or that one is not necessary. The Recipient shall comply with any conditions of said permit.

**26. MIGRATORY BIRDS:** Prior to advertising for bids for the construction contract, the Recipient shall provide evidence satisfactory to the Government that it will comply with the following recommendations of the U.S. Fish and Wildlife Service:

- A. Maintain a buffer of at least 660 feet (200 meters) between all your activities and the nest (including active and inactive nests) unless a similar activity is closer than 660 feet, then you may maintain a distance buffer as close to the nest as the existing tolerated activity.
- B. Restrict all clearing, external construction, and landscaping activities within 660 feet of the nest to outside the nesting season (i.e., outside the nesting season is from August through mid-January in the Midwest).
- C. Maintain any established landscape buffers.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

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

**PREPARED BY:** Barb Baird

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**BACKGROUND:**

The City Council of the City of Grand Rapids, Minnesota has determined that it is necessary and expedient to issue the City's \$1,235,000 Taxable General Obligation Refunding Bonds, Series 2021C, to finance a partial net cash refunding of the City's Series 2013C Bonds for interest savings.

The refunding is expected to reduce debt service expense by approximately \$28,833 over the next eight years.

**REQUESTED COUNCIL ACTION:**

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



Resolution No. \_\_\_\_\_

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$1,235,000 Taxable General Obligation Refunding Bonds, Series 2021C**

- A. WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$1,235,000 Taxable General Obligation Refunding Bonds, Series 2021C (the "Bonds"), to finance a partial net cash refunding of the City's Series 2013C Bonds for interest savings; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 5:00 PM on August 9, 2021, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 26th day of July 2021.

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

July 26, 2021

Pre-Sale Report for

# City of Grand Rapids, Minnesota

\$1,235,000 Taxable General Obligation  
Refunding Bonds, Series 2021C



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**Prepared by:**

Ehlers  
3060 Centre Pointe Drive  
Roseville, MN 55113

**Advisors:**

Rebecca Kurtz, Senior Municipal Advisor  
Todd Hagen, Senior Municipal Advisor  
Nick Anhut, Senior Municipal Advisor

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## EXECUTIVE SUMMARY OF PROPOSED DEBT

### Proposed Issue:

\$1,235,000 Taxable General Obligation Refunding Bonds, Series 2021C

### Purposes:

The proposed issue includes financing to complete a partial net cash advance refunding of the Series 2013C bonds for interest savings. Debt service will be paid from revenues per the Demand Agreement with Blandin.

Interest rates on the obligations proposed to be refunded are 4.0% to 4.5%. The refunding is expected to reduce debt service expense by approximately \$28,833 over the next 8 years. The Net Present Value Benefit of the refunding is estimated to be \$27,468, equal to 2.486% of the refunded principal.

This refunding is considered an Advance Refunding as the new Bonds will be issued more than 90 days prior to the call date of the obligations being refunded.

### Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters:

- 444 -- Allows cities to issue debt without limitation as long as debt service is expected to be paid from water and sewer revenues.
- 475 - General Bonding Authority

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

### Term/Call Feature:

The Bonds are being issued for a term of 8 years. Principal on the Bonds will be due on February 1 in the years 2022 through 2029. Interest is payable every six months beginning February 1, 2022.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2027 or any date thereafter.

### Bank Qualification:

Because the Bonds are taxable obligations they will not be designated as “bank qualified” obligations.

### Rating:

The City's most recent bond issues were rated by Standard & Poor's. The current ratings on those bonds are "AA -". The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

### Basis for Recommendation:

The proposed Bond issue is the most cost-efficient means of achieving the desired financing and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described below is consistent with the City's historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association.

### Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

### Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds, we have been directed to use the net premium to reduce the size of the issue/increase the net proceeds for the project. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

## Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

## Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

## Arbitrage Monitoring:

The Bonds are taxable obligations and are therefore not subject to IRS arbitrage and yield restriction requirements.

## Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay redeem the refunded obligation.

## Risk Factors:

**Advance Refunding:** The Bonds are being issued for the purpose of "advance" refunding prior City debt obligations. An advance refunding of an original tax-exempt debt obligation must be a taxable financing under current IRS rules. This refunding is being undertaken based in part on the following assumptions:

- Since the new Bonds will extend the "call" date for this debt, we are assuming that the City does not expect to have revenues available to pre-pay the current obligations prior to this new call date.
- That advance refunding on a taxable basis will provide an overall lower debt cost as compared to waiting to refund the issue until its call date

## Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required,

we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

**Bond Counsel:** Kennedy & Graven, Chartered

**Paying Agent:** U.S. Bank National Association

**Rating Agency:** Standard & Poor's Global Ratings (S&P)

**CPA Escrow Verification Agent:** Robert Thomas CPA

**Escrow Agent:** Open Markets

### Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

## PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Grand Rapids Public Utilities:	July 14, 2021
Pre-Sale Review by City Council:	July 26, 2021
Due Diligence Call to review Official Statement:	Week of July 26, 2021
Distribute Official Statement:	July 29, 2021
Conference with Rating Agency:	Week of July 19, 2021
City Council Meeting to Award Sale of the Bonds:	August 9, 2021
Estimated Closing Date:	September 2, 2021
Redemption Date for the Obligations Being Refunded:	February 1, 2023

## Attachments

Estimated Sources and Uses of Funds  
 Estimated Proposed Debt Service Schedule  
 Estimated Debt Service Comparison  
 Resolution Authorizing Ehlers to Proceed with Bonds Sale

## EHLERS' CONTACTS

Rebecca Kurtz, Senior Municipal Advisor	(651) 697-8516
Todd Hagen, Senior Municipal Advisor	(651) 697-8508
Nick Anhut, Senior Municipal Advisor	(651) 697-8507
Jen Chapman, Senior Public Finance Analyst	(651) 697-8566
Alicia Gage, Senior Financial Analyst	(651) 697-8551

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.

## City of Grand Rapids, Minnesota

\$1,235,000 Taxable G.O. Refunding Bonds, Series 2021C  
 Proposed Partial Net Cash Refunding Tax GO Util Rev Bds, 2013C  
 Assumes Current Market Taxable "A1" Rates plus 10bps

### Sources & Uses

Dated 09/02/2021 | Delivered 09/02/2021

#### Sources Of Funds

Par Amount of Bonds	\$1,235,000.00
<b>Total Sources</b>	<b>\$1,235,000.00</b>

#### Uses Of Funds

Total Underwriter's Discount (1.200%)	14,820.00
Costs of Issuance	47,500.00
Deposit to Net Cash Escrow Fund	1,168,769.90
Rounding Amount	3,910.10
<b>Total Uses</b>	<b>\$1,235,000.00</b>



## City of Grand Rapids, Minnesota

\$1,235,000 Taxable G.O. Refunding Bonds, Series 2021C

Proposed Partial Net Cash Refunding Tax GO Util Rev Bds, 2013C

Assumes Current Market Taxable "A1" Rates plus 10bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+	Fiscal Total
09/02/2021	-	-	-	-	-
02/01/2022	15,000.00	0.450%	6,203.16	21,203.16	21,203.16
08/01/2022	-	-	7,460.00	7,460.00	-
02/01/2023	30,000.00	0.600%	7,460.00	37,460.00	44,920.00
08/01/2023	-	-	7,370.00	7,370.00	-
02/01/2024	195,000.00	0.750%	7,370.00	202,370.00	209,740.00
08/01/2024	-	-	6,638.75	6,638.75	-
02/01/2025	195,000.00	0.900%	6,638.75	201,638.75	208,277.50
08/01/2025	-	-	5,761.25	5,761.25	-
02/01/2026	200,000.00	1.100%	5,761.25	205,761.25	211,522.50
08/01/2026	-	-	4,661.25	4,661.25	-
02/01/2027	195,000.00	1.300%	4,661.25	199,661.25	204,322.50
08/01/2027	-	-	3,393.75	3,393.75	-
02/01/2028	200,000.00	1.600%	3,393.75	203,393.75	206,787.50
08/01/2028	-	-	1,793.75	1,793.75	-
02/01/2029	205,000.00	1.750%	1,793.75	206,793.75	208,587.50
<b>Total</b>	<b>\$1,235,000.00</b>	<b>-</b>	<b>\$80,360.66</b>	<b>\$1,315,360.66</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$5,926.15
Average Life	4.799 Years
Average Coupon	1.3560342%
Net Interest Cost (NIC)	1.6061122%
True Interest Cost (TIC)	1.6139208%
Bond Yield for Arbitrage Purposes	1.3523156%
All Inclusive Cost (AIC)	2.4804253%

### IRS Form 8038

Net Interest Cost	1.3560342%
Weighted Average Maturity	4.799 Years

## City of Grand Rapids, Minnesota

\$1,235,000 Taxable G.O. Refunding Bonds, Series 2021C

Proposed Partial Net Cash Refunding Tax GO Util Rev Bds, 2013C

Assumes Current Market Taxable "A1" Rates plus 10bps

### Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Existing D/S	Net New D/S	Fiscal Total
09/02/2021	-	-	-	-	-	-	-
02/01/2022	15,000.00	0.450%	6,203.16	21,203.16	155,531.25	176,734.41	176,734.41
08/01/2022	-	-	7,460.00	7,460.00	2,906.25	10,366.25	-
02/01/2023	30,000.00	0.600%	7,460.00	37,460.00	157,906.25	195,366.25	205,732.50
08/01/2023	-	-	7,370.00	7,370.00	-	7,370.00	-
02/01/2024	195,000.00	0.750%	7,370.00	202,370.00	-	202,370.00	209,740.00
08/01/2024	-	-	6,638.75	6,638.75	-	6,638.75	-
02/01/2025	195,000.00	0.900%	6,638.75	201,638.75	-	201,638.75	208,277.50
08/01/2025	-	-	5,761.25	5,761.25	-	5,761.25	-
02/01/2026	200,000.00	1.100%	5,761.25	205,761.25	-	205,761.25	211,522.50
08/01/2026	-	-	4,661.25	4,661.25	-	4,661.25	-
02/01/2027	195,000.00	1.300%	4,661.25	199,661.25	-	199,661.25	204,322.50
08/01/2027	-	-	3,393.75	3,393.75	-	3,393.75	-
02/01/2028	200,000.00	1.600%	3,393.75	203,393.75	-	203,393.75	206,787.50
08/01/2028	-	-	1,793.75	1,793.75	-	1,793.75	-
02/01/2029	205,000.00	1.750%	1,793.75	206,793.75	-	206,793.75	208,587.50
<b>Total</b>	<b>\$1,235,000.00</b>	<b>-</b>	<b>\$80,360.66</b>	<b>\$1,315,360.66</b>	<b>\$316,343.75</b>	<b>\$1,631,704.41</b>	<b>-</b>

# City of Grand Rapids, Minnesota

\$1,235,000 Taxable G.O. Refunding Bonds, Series 2021C  
 Proposed Partial Net Cash Refunding Tax GO Util Rev Bds, 2013C  
 Assumes Current Market Taxable "A1" Rates plus 10bps

## Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2022	21,203.16	155,531.25	176,734.41	178,987.50	2,253.09
02/01/2023	44,920.00	160,812.50	205,732.50	207,725.00	1,992.50
02/01/2024	209,740.00	-	209,740.00	211,912.50	2,172.50
02/01/2025	208,277.50	-	208,277.50	210,312.50	2,035.00
02/01/2026	211,522.50	-	211,522.50	213,512.50	1,990.00
02/01/2027	204,322.50	-	204,322.50	210,862.50	6,540.00
02/01/2028	206,787.50	-	206,787.50	213,000.00	6,212.50
02/01/2029	208,587.50	-	208,587.50	214,225.00	5,637.50
<b>Total</b>	<b>\$1,315,360.66</b>	<b>\$316,343.75</b>	<b>\$1,631,704.41</b>	<b>\$1,660,537.50</b>	<b>\$28,833.09</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	27,468.94
Net PV Cashflow Savings @ 1.352%(Bond Yield).....	27,468.94
Contingency or Rounding Amount.....	3,910.10
Net Present Value Benefit	\$31,379.04
Net PV Benefit / \$1,262,468.94 PV Refunded Debt Service	2.486%
Net PV Benefit / \$1,100,000 Refunded Principal...	2.853%
Net PV Benefit / \$1,235,000 Refunding Principal..	2.541%

## Refunding Bond Information

Refunding Dated Date	9/02/2021
Refunding Delivery Date	9/02/2021

Resolution No. \_\_\_\_\_

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$1,235,000 Taxable General Obligation Refunding Bonds, Series 2021C**

- A. WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$1,235,000 Taxable General Obligation Refunding Bonds, Series 2021C (the "Bonds"), to finance a partial net cash refunding of the City's Series 2013C Bonds for interest savings; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 5:00 PM on August 9, 2021, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 26th day of July 2021.

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

**AGENDA ITEM:** Consider adopting a resolution approving Demand Charge Agreement.

**PREPARED BY:** Barb Baird

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**BACKGROUND:**

The City previously provided preliminary approval to the issuance of the City's Taxable General Obligation Wastewater Revenue Refunding Bonds, 2021C, in the approximate aggregate amount of \$1,235,000 in order to refund the \$2,305,000 Taxable General Obligation Utility Revenue Bonds, Series 2013C.

In connection with the issuance of the Bonds, the City Council has reviewed a Demand Charge Agreement between the City, the PUC and Blandin Paper Company. Blandin agrees to pay a demand charge in amounts sufficient to pay debt service on the Bonds.

**REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution approving Demand Charge Agreement, authorize and direct the Mayor and City Clerk of the City to execute and deliver such agreement on behalf of the City.

## GRAND RAPIDS PUBLIC UTILITIES COMMISSION

## RESOLUTION NO. 07-14-21-6

APPROVING THE ISSUANCE AND SALE OF TAXABLE GENERAL OBLIGATION WASTEWATER REVENUE REFUNDING BONDS, SERIES 2021C (PUBLIC UTILITIES COMMISSION), BY THE CITY OF GRAND RAPIDS, MINNESOTA IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$1,235,000

WHEREAS, the City of Grand Rapids (the "City"), through its Public Utilities Commission (the "PUC") has constructed, owns and operates facilities for giving primary and secondary treatment to industrial wastes to assist in meeting state and federal water pollution abatement criteria (collectively, the "Facilities");

WHEREAS, as part of the Facilities, the PUC owns and operates a solid waste disposal facility under Industrial Solid Waste Disposal Facility Permits SW-210 (the "Permit"), for deposit of solid waste from the Facilities; and

WHEREAS, in accordance with the Permit, at the request of Blandin Paper Company (the "Company") the PUC constructed an expansion of the solid waste disposal facility (the "2013 Project") to accommodate an increased volume of paper mill sludge along with paper mill wood and coal ash to meet the Company's needs for the processing of industrial wastes; and

WHEREAS, in order to finance the 2013 Project, the City issued its \$2,305,000 City of Grand Rapids, Minnesota (Public Utilities Commission) Taxable General Obligation Utility Revenue Bonds, Series 2013C (the "Prior Bonds"); and

WHEREAS, the PUC and the City desire to advance refund the Prior Bonds through the issuance of the City's Taxable General Obligation Wastewater Revenue Refunding Bonds, Series 2021C (Public Utilities Commission) (the "Bonds"), in the approximate aggregate principal amount of \$1,235,000; and

NOW THEREFORE, BE IT RESOLVED, by the Grand Rapids Public Utility Commission, in Grand Rapids, Minnesota, as follows:

1. The PUC approves of the issuance by the City of the Bonds on terms and conditions consistent with the following:

a. The original principal amount of the Bonds shall not exceed \$1,235,000 payable from net revenues of the Facilities.

b. The Bonds shall mature no later than February 1, 2029, subject to earlier maturities or mandatory redemption as may be determined by the PUC and the City.

c. The Bonds shall be subject to optional redemption prior to maturity on such terms and conditions as the City Council shall determine to be advantageous and marketable.

2. Staff is authorized and directed to cooperate with City staff and the City's legal and municipal advisors in offering the Bonds for sale.

3. This resolution shall take effect immediately upon adoption.

Adopted this 14th day of July, 2021.

  
\_\_\_\_\_  
President

Witness:

  
\_\_\_\_\_  
Secretary

CERTIFICATION

I, Julie Kennedy, the General Manager of the Grand Rapids Public Utilities Commission, hereby certify that the attached is a true and correct copy of Resolution No.07-14-21-6, which resolution was duly adopted by the Board of Commissioners of the Grand Rapids Public Utilities Commission at a regular meeting on July 14, 2021.

Dated: July 14, 2021.

By   
Its General Manager





DEMAND CHARGE AGREEMENT

By and Between

CITY OF GRAND RAPIDS,  
MINNESOTA  
and

GRAND RAPIDS PUBLIC UTILITIES COMMISSION,  
MINNESOTA

and

BLANDIN PAPER COMPANY,  
GRAND RAPIDS, MINNESOTA

Dated as of August \_\_, 2021

DEMAND CHARGE AGREEMENT

THIS DEMAND CHARGE AGREEMENT, made and entered into as of this \_\_\_ day of August, 2021 by and between the CITY OF GRAND RAPIDS, MINNESOTA, herein called the "City", the GRAND RAPIDS PUBLIC UTILITIES COMMISSION, MINNESOTA, herein called "PUC" and BLANDIN PAPER COMPANY, herein called "Company":

WITNESSETH:

WHEREAS, the City, through its PUC, has constructed, owns and operates facilities for giving primary and secondary treatment to industrial wastes to assist in meeting state and federal water pollution abatement criteria (collectively, the "Facilities"); and

WHEREAS, the PUC owns and operates a wastewater effluent force main (the "Main") under the National Pollutant Discharge Elimination System ("NPDES") / State Disposal System ("SDS") Permit MN0022080 (the "Permit"), for the conveyance of industrial wastewaters; and

WHEREAS, the Company is the owner and operator of a plant presently manufacturing paper products, said plant located in Grand Rapids, Minnesota; and

WHEREAS, on September 12, 2013, the City issued its \$2,305,000 Taxable General Obligation Utility Revenue Bonds (Public Utilities Commission), Series 2013C (the "Prior Bonds"), the proceeds of which were used by the PUC to construct a replacement of the Main (the "Project") at the request of the Company to insure reliability and meet the Company's needs for the processing of industrial wastes; and

WHEREAS, the PUC now proposes to issue its Taxable General Obligation Wastewater Revenue Refunding Bonds, Series 2021C (Public Utilities Commission) (the "Bonds"), in the approximate aggregate principal amount of \$1,235,000 (together with any bonds issued to refund such bonds, the "Bonds") in order to refund the Prior Bonds; and

WHEREAS, the Company derived substantial financial benefits from the construction of the Project.

NOW THEREFORE, in consideration of the covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed:

ARTICLE I

DEMAND CHARGE

1.1. The Company agrees and acknowledges that this Agreement is entered into to induce the City to refinance the Prior Bonds.

1.2. The City, through the PUC, agrees to continue to make the Project available to the Company, and the Company agrees to use the Project and pay the PUC the rates provided herein.

1.3. The City, through the PUC, shall provide industrial wastewater conveyance with the Project for the Company on each day of every year within the designed capacity of the Project except for interruptions occasioned by acts of war, sabotage, labor disruption or any other circumstances beyond the authority or ability of the City or the PUC to control, and the Company agrees that its demand for services shall not exceed such capacity.

1.4. In order to induce the City to issue the Bonds and to pledge its full faith and credit thereto, the Company hereby agrees to pay to the City a demand charge in amounts sufficient, from time to time, to pay (a) principal of, and interest on, the Bonds; (b) and any fees payable to the registrar for the Bonds and any other costs in connection with issuance and payment of the Bonds, all to the extent such costs are not paid from proceeds of the Bonds. Each such payment shall be made by the Company to the PUC not less than two business days prior to the date on which amounts are payable by the PUC under the resolution awarding sale of the Bonds.

1.5. The Company shall not exercise managerial control over the Project or participate in the profits of the Project, if any. The PUC will offset the amount due from the Company under this section by the amount paid by other users of the Project as a demand charge.

1.6. The Company shall cooperate with the City and the PUC in connection with the issuance by the City of the Bonds.

## ARTICLE II

### PRIOR AGREEMENTS, AMENDMENT, ASSIGNMENT

2.1. This Agreement supercedes the Demand Charge Agreement, dated July 15, 2013 (the "2013 Demand Charge Agreement"), between the City, the PUC and the Company entered into with connection with the Prior Bonds. The 2013 Demand Charge Agreement is hereby terminated. Other than the 2013 Demand Charge Agreement, this Agreement shall not modify or amend any prior agreement between the Company and the City or the PUC and all payments made by the Company hereunder shall be in addition to any charges required under such prior agreements.

2.2. This Agreement shall not be modified except by a writing signed by all of the parties hereto.

2.3. The Company may not assign its rights and obligations hereunder without the prior consent of the City, provided that consent of the City shall not be required in the event that the Company assigns its rights hereunder but remains fully obligated to make payments hereunder. The Company understands and agrees that the PUC has pledged net revenues of the Facilities to the Bonds, on a parity basis to other outstanding or future general obligation bonds of the City to which such net revenues are pledged.

### ARTICLE III

#### TERM OF CONTRACT – CANCELLATION

3.1. This contract shall be effective from the date hereof and shall continue until the earlier of February 1, 2029, or such earlier date as all of the Bonds and any Bonds issued to refund the Bonds have been retired. Notwithstanding the foregoing (a) the obligation of the City to make the Project available to the Company may be terminated before that date by written notice from the Company to the City and upon such termination the Company shall be obligated to continue its demand charges, and (b) the City may terminate this Agreement at any time by written notice delivered to the Company. This contract shall be binding upon, and inure to the benefit of, the City, the Company and their respective successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of this \_\_\_\_ day of August, 2021.

CITY OF GRAND RAPIDS, MINNESOTA

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

BLANDIN PAPER COMPANY

\_\_\_\_\_  
Senior Vice President and General Manager

Attest: \_\_\_\_\_  
Secretary

Public Utilities Commission of the City of Grand Rapids, Minnesota, by resolution duly adopted on the 27<sup>th</sup> day of August, 2021, hereby approves the above contract form and agrees to abide by the terms thereof.

PUBLIC UTILITIES COMMISSION

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

**CITY OF GRAND RAPIDS, MINNESOTA**

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

**RESOLUTION APPROVING DEMAND CHARGE AGREEMENT**

WHEREAS, the City of Grand Rapids (the “City”), through its Public Utilities Commission (the “PUC”) has constructed, owns and operates facilities for giving primary and secondary treatment to industrial wastes to assist in meeting state and federal water pollution abatement criteria; and

WHEREAS, the City previously provided preliminary approval to the issuance of the City’s Taxable General Obligation Wastewater Revenue Refunding Bonds, Series 2021C (Public Utilities Commission) (the “Bonds”), in the approximate aggregate principal amount of \$1,235,000 in order to refund the \$2,305,000 City of Grand Rapids, Minnesota (Public Utilities Commission) Taxable General Obligation Utility Revenue Bonds, Series 2013C; and

WHEREAS, in connection with the issuance of the Bonds, the City Council has reviewed a Demand Charge Agreement (the “Demand Charge Agreement”), between the City, the PUC and Blandin Paper Company (the “Company”), under which the Company agrees to pay a demand charge in amounts sufficient to pay debt service on the Bonds;

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

1. The City Council approves the Demand Charge Agreement in substantially the form on file with the City on the date hereof and authorizes and directs the Mayor and City Clerk of the City to execute and deliver such agreement on behalf of the City.

2. This resolution shall take effect immediately upon adoption.

Approved this July 26, 2021 by the City Council of the City of Grand Rapids, Minnesota.

\_\_\_\_\_  
Mayor

Attest:

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 26, 2021

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

**PREPARED BY:** Barb Baird

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**BACKGROUND:**

The City Council of the City of Grand Rapids, Minnesota has determined that it is necessary and expedient to issue the City's \$1,225,000 General Obligation Utility Refunding Bonds, Series 2021D, to finance a current refunding of the City's Series 2012D Bonds for interest savings. The refunding is expected to reduce debt service expense by approximately \$47,730 over the next 11 years.

**REQUESTED COUNCIL ACTION:**

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



July 26, 2021

Pre-Sale Report for

# City of Grand Rapids, Minnesota

\$1,225,000 General Obligation Utility Revenue  
Refunding Bonds, Series 2021D



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**Prepared by:**

Ehlers  
3060 Centre Pointe Drive  
Roseville, MN 55113

**Advisors:**

Rebecca Kurtz, Senior Municipal Advisor  
Todd Hagen, Senior Municipal Advisor  
Nick Anhut, Senior Municipal Advisor

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## EXECUTIVE SUMMARY OF PROPOSED DEBT

### Proposed Issue:

\$1,225,000 General Obligation Utility Revenue Refunding Bonds, Series 2021D

### Purposes:

The proposed issue includes financing to provide funds to current refund the Series 2012D Bonds. Debt service will be paid from utility revenues.

Interest rates on the obligations proposed to be refunded are 2.25% to 3.35%. The refunding is expected to reduce debt service expense by approximately \$47,730 over the next 11 years. The Net Present Value Benefit of the refunding is estimated to be \$44,502, equal to 3.8% of the refunded principal.

This refunding is considered to be a Current Refunding as the obligations being refunded are either callable (pre-payable) now or will be within 90 days of the date of issue of the new Bonds.

### Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters:

- 444 -- Allows cities to issue debt without limitation as long as debt service is expected to be paid from water and sewer revenues.
- 475 - General Bonding Authority

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

### Term/Call Feature:

The Bonds are being issued for a term of 11 years. Principal on the Bonds will be due on February 1 in the years 2023 through 2033. Interest is payable every six months beginning August 1, 2022.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2030 or any date thereafter.

### Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

### Rating:

The City's most recent bond issues were rated by Standard & Poor's. The current ratings on those bonds are "AA -". The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

### Basis for Recommendation:

The proposed Bond issue is the most cost-efficient means of achieving the desired financing and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described below is consistent with the City's historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association.

### Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

### Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds, we have been directed to use the net premium to reduce the size of the issue/increase the net proceeds for the project. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

### Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

### Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

### Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Bonds with an arbitrage expert in order to utilize one or more of the exceptions listed above.

### Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

## Risk Factors:

**Current Refunding:** The Bonds are being issued to finance a current refunding of prior City debt obligations. The new Bonds will not be pre-payable until February 1, 2030.

This refunding is being undertaken based in part on an assumption that the City does not expect to pre-pay off this debt prior to the new call date and that market conditions warrant the refunding at this time.

## Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

**Bond Counsel:** Kennedy & Graven, Chartered

**Paying Agent:** U.S. Bank National Association

**Rating Agency:** Standard & Poor's Global Ratings (S&P)

## Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

## PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	July 26, 2021
Conference with Rating Agency:	Week of October 4, 2021
Due Diligence Call to review Official Statement:	Week of October 11, 2021
Distribute Official Statement:	Est. October 14, 2021
City Council Meeting to Award Sale of the Bonds:	Est. October 25, 2021
Estimated Closing Date:	Post November 4, 2021
Redemption Date for the Obligations Being Refunded:	February 1, 2022

### Attachments

- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedule
- Estimated Debt Service Comparison
- Resolution Authorizing Ehlers to Proceed with Bonds Sale

## EHLERS' CONTACTS

Rebecca Kurtz, Senior Municipal Advisor	(651) 697-8516
Todd Hagen, Senior Municipal Advisor	(651) 697-8508
Nick Anhut, Senior Municipal Advisor	(651) 697-8507
Jen Chapman, Senior Public Finance Analyst	(651) 697-8566
Alicia Gage, Senior Financial Analyst	(651) 697-8551

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.

## City of Grand Rapids, Minnesota

\$1,225,000 G.O. Utility Revenue Refunding Bonds, Series 2021D

Proposed Current Refunding G.O. Util Rev Bond 2012D

Assumes Current Market BQ "A1" Rates plus 20bps

### Sources & Uses

Dated 11/18/2021 | Delivered 11/18/2021

#### Sources Of Funds

Par Amount of Bonds	\$1,225,000.00
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<b>Total Sources</b>	<b>\$1,225,000.00</b>
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#### Uses Of Funds

Total Underwriter's Discount (1.200%)	14,700.00
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Costs of Issuance	38,000.00
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Deposit to Current Refunding Fund	1,170,000.00
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Rounding Amount	2,300.00
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<b>Total Uses</b>	<b>\$1,225,000.00</b>
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## City of Grand Rapids, Minnesota

\$1,225,000 G.O. Utility Revenue Refunding Bonds, Series 2021D

Proposed Current Refunding G.O. Util Rev Bond 2012D

Assumes Current Market BQ "A1" Rates plus 20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/18/2021	-	-	-	-	-
08/01/2022	-	-	10,606.67	10,606.67	-
02/01/2023	115,000.00	0.600%	7,546.25	122,546.25	133,152.92
08/01/2023	-	-	7,201.25	7,201.25	-
02/01/2024	115,000.00	0.750%	7,201.25	122,201.25	129,402.50
08/01/2024	-	-	6,770.00	6,770.00	-
02/01/2025	115,000.00	0.850%	6,770.00	121,770.00	128,540.00
08/01/2025	-	-	6,281.25	6,281.25	-
02/01/2026	125,000.00	1.050%	6,281.25	131,281.25	137,562.50
08/01/2026	-	-	5,625.00	5,625.00	-
02/01/2027	120,000.00	1.200%	5,625.00	125,625.00	131,250.00
08/01/2027	-	-	4,905.00	4,905.00	-
02/01/2028	120,000.00	1.350%	4,905.00	124,905.00	129,810.00
08/01/2028	-	-	4,095.00	4,095.00	-
02/01/2029	105,000.00	1.450%	4,095.00	109,095.00	113,190.00
08/01/2029	-	-	3,333.75	3,333.75	-
02/01/2030	100,000.00	1.550%	3,333.75	103,333.75	106,667.50
08/01/2030	-	-	2,558.75	2,558.75	-
02/01/2031	100,000.00	1.600%	2,558.75	102,558.75	105,117.50
08/01/2031	-	-	1,758.75	1,758.75	-
02/01/2032	105,000.00	1.650%	1,758.75	106,758.75	108,517.50
08/01/2032	-	-	892.50	892.50	-
02/01/2033	105,000.00	1.700%	892.50	105,892.50	106,785.00
<b>Total</b>	<b>\$1,225,000.00</b>	<b>-</b>	<b>\$104,995.42</b>	<b>\$1,329,995.42</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$7,398.40
Average Life	6.040 Years
Average Coupon	1.4191633%
Net Interest Cost (NIC)	1.6178549%
True Interest Cost (TIC)	1.6247255%
Bond Yield for Arbitrage Purposes	1.4135001%
All Inclusive Cost (AIC)	2.1876059%

### IRS Form 8038

Net Interest Cost	1.4191633%
Weighted Average Maturity	6.040 Years



## City of Grand Rapids, Minnesota

\$1,225,000 G.O. Utility Revenue Refunding Bonds, Series 2021D

Proposed Current Refunding G.O. Util Rev Bond 2012D

Assumes Current Market BQ "A1" Rates plus 20bps

### Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2022	-	(2,300.00)	-	2,300.00
02/01/2023	133,152.92	133,152.92	137,437.50	4,284.58
02/01/2024	129,402.50	129,402.50	135,075.00	5,672.50
02/01/2025	128,540.00	128,540.00	132,712.50	4,172.50
02/01/2026	137,562.50	137,562.50	140,087.50	2,525.00
02/01/2027	131,250.00	131,250.00	137,212.50	5,962.50
02/01/2028	129,810.00	129,810.00	133,992.50	4,182.50
02/01/2029	113,190.00	113,190.00	115,772.50	2,582.50
02/01/2030	106,667.50	106,667.50	112,972.50	6,305.00
02/01/2031	105,117.50	105,117.50	109,872.50	4,755.00
02/01/2032	108,517.50	108,517.50	111,772.50	3,255.00
02/01/2033	106,785.00	106,785.00	108,517.50	1,732.50
<b>Total</b>	<b>\$1,329,995.42</b>	<b>\$1,327,695.42</b>	<b>\$1,375,425.00</b>	<b>\$47,729.58</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	42,202.10
Net PV Cashflow Savings @ 1.414%(Bond Yield).....	42,202.10
Contingency or Rounding Amount.....	2,300.00
Net Present Value Benefit	\$44,502.10
Net PV Benefit / \$1,267,202.10 PV Refunded Debt Service	3.512%
Net PV Benefit / \$1,170,000 Refunded Principal...	3.804%
Net PV Benefit / \$1,225,000 Refunding Principal..	3.633%

### Refunding Bond Information

Refunding Dated Date	11/18/2021
Refunding Delivery Date	11/18/2021

Resolution No. \_\_\_\_\_

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$1,225,000 General Obligation Utility Revenue Refunding Bonds, Series 2021D**

- A. WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$1,225,000 General Obligation Utility Revenue Refunding Bonds, Series 2021D (the "Bonds"), to finance a current refunding of the City's Series 2012D Bonds; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 5:00 PM on October 25, 2021, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 26<sup>th</sup> day of July 2021.

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

Resolution No. \_\_\_\_\_

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of \$1,225,000 General Obligation Utility Revenue Refunding Bonds, Series 2021D**

- A. WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$1,225,000 General Obligation Utility Revenue Refunding Bonds, Series 2021D (the "Bonds"), to finance a current refunding of the City's Series 2012D Bonds; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 5:00 PM on October 25, 2021, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 26<sup>th</sup> day of July 2021.

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