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

CITY COUNCIL MEETING AGENDA

Monday, March 09, 2026
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, March 9, 2026 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve minutes for Monday, February 23, 2026 City Council Worksession and Regular meetings.

VERIFIED CLAIMS:

2. Approve the verified claims for the period February 18, 2026 to March 2, 2026 in the total amount of $2,484,506.90.

CONSENT AGENDA:

3. Consider Approving Updated Prior Approval List
4. Consider entering into a Memorandum of Understanding between Support Within Reach and the Grand Rapids Police Department.
5. Consider adopting a resolution approving LG214 Premises Permit Application for Grand Rapids Amateur Hockey Association
6. Consider approving an agreement with SEH for the 5-23 Slurry Seal project at the Grand Rapids / Itasca County Airport
7. Consider approving an agreement with SEH for the Taxilane Extension project at the Grand Rapids / Itasca County Airport
8. Consider approving an agreement with SEH for the SRE Acquisition at the Grand Rapids / Itasca County Airport

9. Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust.

10. Consider approving on-sale liquor license for Pours LLC dba Pinched LLC

SET REGULAR AGENDA:

POLICE:

11. Consider adopting a resolution accepting a GRPD donation from the Grand Rapids Woodland Bank

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

12. Conduct a public hearing to consider the vacation of an alley right-of-way in Block 26, Grand Rapids Second Division.

COMMUNITY DEVELOPMENT:

13. Consider the adoption of a resolution approving the vacation of an alley right-of-way within Block 26, Grand Rapids Second Division.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 23, 2026 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk

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

CITY COUNCIL WORKSESSION MINUTES

Monday, February 23, 2026
4:30 PM

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

ROLL CALL:

PRESENT
Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland

ABSENT
Councilor Rick Blake, Councilor Dan Mertes

STAFF
City Administrator Tom Pagel, City Attorney Chad Sterle, Chery Pierzina, Aurimy Groom.

BUSINESS:

1. Human Rights Commission Update

   Angella Erickson, Chair of the Human Rights Commission (HRC) and Janet Miller, Commission Member highlighted the progress made in 2025 as well as reviewing the current priorities. Some of the activities on the 2026 Work Plan include community presentations, fair housing education, support Juneteenth, Indigenous Peoples Day and Pride. The HRC have also drafted a letter to the City Council which address the need for providing accessibility to buildings and public spaces for people with disabilities. They thanked the Council for their continued support and are excited to educate members of the community about the HRC.

REVIEW OF REGULAR AGENDA:

Upon review there were no additions or deletions to the agenda.

ADJOURN:

There being no further business the meeting adjourned at 4:47 p.m.

Respectfully submitted:

Aurimy Groom, Administrative Assistant

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

CITY COUNCIL MEETING MINUTES

Monday, February 23, 2026
5:00 PM

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

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

ABSENT: Councilor Rick Blake

STAFF: Tom Pagel, Chad Sterle, Chery Pierzina, Carl Babich, Andy Morgan, Will Richter, Aurimy Groom

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly recognized staff members for their years of service and Troy Scott for his continued excellence as the School Resource Officer. Congratulations were given to the wrestlers, skiers, swimmers and divers who made it to State as well as acknowledging what great youth we have in our community. Councilor Sutherland announced the boys hockey team will be playing in the section final on Thursday at Amsoil Arena and the girls hockey team lost in the section final last week.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor MacGregor held a class at ICC on how to run for office.

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, February 9, 2026 Worksession and Regular meetings.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period February 3, 2026 to February 17, 2026 in the total amount of $742,794.68.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Acknowledged the following minutes for Boards & Commissions:

~ November 13, 2025 Economic Development Authority
~ December 2, 2025 Arts & Culture Commission
~ January 13, 2026 Golf Board
~ January 14, 2026 Library Board

CONSENT AGENDA:

4. Consider approving a Lease Agreement with the Northeast Higher Education District for use of the City's athletic fields.

5. Consider Voiding Lost Accounts Payable Check and Issue Replacement Check.

6. Consider adopting a resolution to apply for an Outdoor Recreation Grant with the Minnesota Department of Natural Resources.

   Adopted Resolution 26-06

7. Consider authorizing the retirement and sale of surplus assets from the Public Works Department

8. Consider authorizing staff to request qualifications for engineering services at GPZ Airport

9. Consider approving a Memorandum of Understanding (MOU) with the Public Works Local 49

   Motion made by Councilor Mertes, Seconded by Councilor Sutherland to approve the Consent Agenda as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Mertes

SET REGULAR AGENDA:

Motion made by Councilor MacGregor, Seconded by Councilor Sutherland to approve the Regular Agenda as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Mertes

ADMINISTRATION:

10. Consider appointment of Brittany Warren to the part-time Library Public Services Clerk I position with the Grand Rapids Area Library.

    Motion made by Councilor MacGregor, Seconded by Councilor Mertes to appoint Brittany Warren to the part-time Library Public Services Clerk 1 position. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Mertes

11. Consider appointment of Joshua Saunders to the Assistant Golf Course Superintendent position at Pokegama Golf Course.

    Motion made by Councilor MacGregor, Seconded by Councilor Sutherland to appoint Joshua Saunders to the Assistant Golf Course Superintendent position. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Mertes

COMMUNITY DEVELOPMENT:

12. Consider the recommendation of the Planning Commission regarding the adoption of a Resolution approving a Conditional Use Permit (CUP) amendment to Target Corporation for the store located on Lot 1, Block 1, Mood Addition to Grand Rapids.

    Zoning Administrator Richter provided background information. RSP Architecture on behalf of Target Corporation have requested an amendment to a Conditional Use Permit. The requested amendment would allow for the updating of the building's exterior paint colors to the current Target brand standard and existing building signage.

    Motion made by Councilor MacGregor, Seconded by Councilor Sutherland to **adopt resolution 26-07** approving a Conditional Use Permit (CUP) amendment to Target Corporation. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Mertes

CITY COUNCIL:

13. Consider appointing applicants to Boards & Commissions

    Motion made by Councilor MacGregor, Seconded by Councilor Sutherland to make the following appointments to Boards & Commissions:

    Appoint Amanda Lamppa, Trevor Charnley & David Olson to the Arts and Culture Commission, terms for Lamppa & Charnley to expire 12/31/28 and Olson 12/31/27;
    Appoint Nancy Saxhaug to the Public Utilities Commission, term to expire 3/1/30;
    Appoint Amanda Lamppa, David Kreitzer & Isaac Meyer to the Planning Commission, terms for Lamppa & Kreitzer to expire 3/1/30 and Meyer 3/1/29;
    Appoint Andrea Hedin to the Golf Board, term to expire 3/1/29;
    Appoint Janet Miller, Stella Leone & Brittany Pope-Sears to the Human Rights Commission, terms TBD;
    Appoint Larissa Lawson to the Police Advisory Board; term to expire 12/31/28

    Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Mertes

ADJOURNMENT:

There being no further business the meeting adjourned at 5:20 p.m.

Respectfully Submitted:

Aurimy Groom, Administrative Assistant

CITY OF GRAND RAPIDS BILL LIST - March 9, 2026
Summary Report

VENDOR NAME/INVOICE #	AMOUNT
ASHLEY BRUBAKER	$ 533.80
AZTECA SYSTEMS LLC	$ 63,625.00
BETTY BEIER	$ 30.00
BURGGRAF'S ACE HARDWARE	$ 159.98
CAR, INC	$ 4,306.50
CARQUEST AUTO PARTS	$ 312.36
CENTRAL-MCGOWAN INC	$ 117.75
CLIFTONLARSONALLEN LLP	$ 3,150.00
COLE HARDWARE INC	$ 32.97
DONDELINGER DODGE	$ 460.00
EPOKE NORTH AMERICA INC	$ 1,458.68
FAIRVIEW HEALTH SERVICES	$ 175.00
FASTENAL COMPANY	$ 1,145.15
H & L MESABI	$ 1,664.00
HERC-U-LIFT INC	$ 154.71
INDUSTRIAL LUBRICANT COMPANY	$ 123.00
ITASCA COUNTY FAMILY YMCA INC	$ 15,000.00
ITASCA COUNTY SHERIFFS DEPT	$ 6,840.00
LAKE SUPERIOR CUTTING EDGE LLC	$ 300.00
LATVALA LUMBER COMPANY INC.	$ 40.00
LITTLE FALLS MACHINE INC	$ 435.86
LVC COMPANIES INC	$ 351.50
MATCO TOOLS	$ 119.65
MCCOY CONSTRUCTION & FORESTRY	$ 45.33
MES SERVICE COMPANY, LLC	$ 12,010.36
MICHELS LAW	$ 8,750.00
MOMENTUM ADVOCACY LLP	$ 2,200.00
NARDINI FIRE EQUIPMENT CO INC	$ 309.00
NORTH COUNTRY VET CLINIC	$ 479.11
NORTHERN LIGHTS TRUCK	$ 82.24
NORTHLAND LAWN & SPORT LLC	$ 913.14
NORTHLAND PORTABLES	$ 255.00
NORTHWOODS CLEANING COMPANY	$ 3,159.96
NUCH'S IN THE CORNER	$ 67.00
NUSS TRUCK GROUP INC	$ 4,657.06
OFFICE ENTERPRISES INC	$ 267.15
PAULS LOCKS AND KEYS LLC	$ 220.00
POKEGAMA ELECTRIC INC	$ 2,885.00
RAJALA MILL CO	$ 2,020.20

RAPID GARAGE DOOR COMPANY INC		$	423.00
RAPIDS PLUMBING & HEATING INC		$	1,600.00
RAPIDS PRINTING		$	338.00
SANDSTROM'S INC		$	1,238.55
STEVEN E BREITBARTH		$	360.00
STOKES PRINTING & OFFICE SUPPLY INC.		$	22.56
STREICHER'S INC		$	1,003.99
TOPIARY ART WORK		$	1,794.00
TREASURE BAY PRINTING		$	498.00
UPKEEP TECHNOLOGIES, INC		$	1,685.96
VESTIS GROUP, INC		$	445.33
WESCO RECEIVABLES CORP		$	5,892.00
YANMAR COMPACT EQUIPMENT NORTH AMERICA		$	277.11
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	**$**	**154,434.96**

CHECKS ISSUED/PRIOR APPROVAL:

AMAZON CAPITAL SERVICES	1FT7-QQFK-KRML-L	$	113.09
AMAZON CAPITAL SERVICES	13TN-GPJ9-9NNV	$	284.94
AMAZON CAPITAL SERVICES	1Y1P-F34K-3PVL	$	83.99
AMAZON CAPITAL SERVICES	1WVR-GFLX-NCW9	$	89.94
AMAZON CAPITAL SERVICES	1N3P-VH19-7LN6-L	$	100.49
ANDY MORGAN	021026	$	29.02
ANDY MORGAN	020426	$	30.17
ANDY MORGAN	022626	$	18.32
ANDY MORGAN/PETTY CASH	020226	$	18.24
AT&T MOBILITY	26825783	$	2,772.01
AT&T MOBILITY	26825782	$	1,590.59
CANON FINANCIAL SERVICES, INC	42639211-G	$	45.48
CANON FINANCIAL SERVICES, INC	42639212	$	62.01
CENTURYLINK QC	334014654/FEB26	$	66.00
CENTURYLINK QC	333931501/FEB26	$	127.00
CENTURYLINK QC	334015245/FEB26	$	66.00
CIRCLE K/HOLIDAY	109927359	$	33.76
CONSTELLATION NEWENERGY-GAS DIV	4525296	$	8,858.33
COREY GICE	122925-G	$	200.00
DIANA R MAGNER	022526-L	$	125.00
EMILY LINDNER	020926-L	$	175.00
FIDELITY SECURITY LIFE	3298960	$	102.09
GRAND RAPIDS PAYROLL	11/14/2025	$	371,803.49
GRAND RAPIDS PAYROLL	11/28/2025	$	352,520.30

GRAND RAPIDS PAYROLL	12/12/2025	$	506,501.75
GRAND RAPIDS PAYROLL	12/26/2025	$	374,370.87
GRAND RAPIDS PAYROLL	1/9/2026	$	376,678.54
HOLIDAY STATIONSTORES LLC	027901032600	$	324.50
HOME DEPOT CREDIT SERVICES	1091/Dec25	$	23.94
ICTV - Grand Rapids	HARRIS/4THQTR25/FEES	$	7,054.15
ICTV - Grand Rapids	5057	$	100.00
ICTV - Grand Rapids	Cohasset/4THQTR25/FEES	$	6,232.63
ITASCA COUNTY RECORDER	249642	$	46.00
ITASCA COUNTY RECORDER	249944	$	56.00
JON PETERSON	021226	$	132.00
KEVIN OTT	021926	$	34.55
KEVIN OTT	021826	$	61.92
LAKE COUNTRY POWER	8705029400/Jan26	$	53.36
LANCE KUSCHEL	021226	$	132.00
LOFFLER COMPANIES INC	41228626	$	447.80
LOFFLER COMPANIES INC	5261105	$	185.47
MARCO TECHNOLOGIES, LLC	574702205-L	$	165.65
MEDTOX LABORATORIES INC	012026503826	$	26.38
MES SERVICE COMPANY, LLC	IN2424972	$	5,229.56
MES SERVICE COMPANY, LLC	IN2422308	$	2,956.29
METROPOLITAN LIFE INSURANCE CO	TS053963310001/MAR26	$	2,558.04
MINNESOTA ENERGY RESOURCES	0507783569-01/Jan26-L	$	1,843.30
MINNESOTA ENERGY RESOURCES	0502903931-02/Jan26	$	48.77
MINNESOTA ENERGY RESOURCES	0502380460-01/Jan26	$	1,878.63
MINNESOTA ENERGY RESOURCES	0506372672-01/Jan26	$	3,053.94
MINNESOTA ENERGY RESOURCES	0502809781-03/Feb26	$	73.47
MINNESOTA ENERGY RESOURCES	0508787492-07/Feb26	$	566.40
MINNESOTA ENERGY RESOURCES	0508787492-09/Feb26	$	63.81
MINNESOTA MN IT SERVICES	DV26010428	$	467.35
MN BCA TRAINING	44681	$	300.00
MN BCA TRAINING	45061	$	300.00
MN BCA TRAINING	45060	$	300.00
MN BCA TRAINING	44682	$	300.00
MN DEPARTMENT OF LABOUR AND INDUSTR	DECEMBER06111020205	$	2,300.43
MN DEPT OF PUBLIC SAFETY	3111000592025 M-154149-A	$	25.00
MINNESOTA REVENUE	6/1/2025	$	11,986.00
MINNESOTA REVENUE	7/1/2025	$	14,327.00
MINNESOTA REVENUE	8/1/2025	$	12,966.00
MINNESOTA REVENUE	9/1/2025	$	6,237.00
MINNESOTA REVENUE	10/1/2025	$	3,486.00
MINNESOTA REVENUE	11/1/2025	$	1,068.00

CITY OF GRAND RAPIDS BILL LIST - March 9, 2026

Summary Report

MINNESOTA REVENUE	12/1/2025	$	1,011.00
MUTUAL OF OMAHA	002048555165	$	651.71
NORTHERN DRUG SCREENING INC	16835.	$	30.00
NORTHERN STAR COOPERATIVE	160060/JAN26	$	8,429.46
OPERATING ENGINEERS LOCAL #49	49ERS/APR26/HRA	$	3,944.00
OPERATING ENGINEERS LOCAL #49	NON-BARG/APR26/HEALTH	$	95,350.00
OPERATING ENGINEERS LOCAL #49	49ERS/APR26/HEALTH	$	43,550.00
PAUL MARTINETTO	021226	$	132.00
PUBLIC UTILITIES COMMISSION	Airport/Jan26-A	$	1,579.42
PUBLIC UTILITIES COMMISSION	Fire Hall/Jan26	$	1,260.47
PUBLIC UTILITIES COMMISSION	DACF/Jan26	$	499.63
PUBLIC UTILITIES COMMISSION	Lib/Jan26-L	$	3,394.28
PUBLIC UTILITIES COMMISSION	City Hall/Jan26	$	2,292.18
PUBLIC UTILITIES COMMISSION	Ev Chg/Jan26	$	71.98
PUBLIC UTILITIES COMMISSION	EDA/Jan26-E	$	315.54
PUBLIC UTILITIES COMMISSION	Golf/Jan26-G	$	3,209.83
PUBLIC UTILITIES COMMISSION	Yanmar/Jan26	$	23,496.83
PUBLIC UTILITIES COMMISSION	PW/Jan26	$	14,767.90
PUBLIC UTILITIES COMMISSION	ST/LIGHTS/EFT/JAN26	$	10,681.09
RICK BLAKE	012226	$	79.75
RICK BLAKE	021826	$	457.76
SHAWN GRAEBER	021226	$	132.00
STORM COMBATIVES TRAINING	001090	$	1,495.00
STORM COMBATIVES TRAINING	001071	$	1,398.00
STORM COMBATIVES TRAINING	1215	$	1,199.00
THOMAS J PAGEL	030226	$	1,907.00
VISIT GRAND RAPIDS INC	LDGTAX/NOV25	$	19,779.95
WESCO RECEIVABLES CORP	638759	$	1,550.08
WM CORPORATE SERVICES, INC	0131615-2808-1	$	3,128.32
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	**$**	**2,330,071.94**
	TOTAL ALL DEPARTMENTS:	**$**	**2,484,506.90**

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 9, 2026

AGENDA ITEM: Consider Approving Updated Prior Approval List

PREPARED BY: Laura Pfeifer

BACKGROUND:

The last update to the prior approval list was done October 12, 2020. This list is used to pay certain expenses every Monday that are typically time sensitive and recur monthly versus approval on the council bill list. The updates primarily include language edits and clarifications of eligible prior approval expenses.

REQUESTED COUNCIL ACTION:

Make a motion approving updated prior approval list as attached.

CITY OF GRAND RAPIDS
CHECKS THAT CAN BE ISSUED BY PRIOR APPROVAL

INTERGOVERNMENTAL:

All **REQUIRED** State of MN licenses and fees
MN Department of Administration-Ethernet & Collaboration Fees
State of Minnesota Loan Payments
MN Bureau of Criminal Apprehension – Background checks
Small Cities Develop. Program (SCDP)-Payments to Itasca Housing Redevel. Authority
Itasca County Attorney-Forfeiture Funds
Itasca County Recorders Office - document recording fees & mortgage taxes
TZD (Toward Zero Death) Pass through reimbursements to participating entities

EMPLOYEE REIMBURSEMENT and PAYROLL RELATED EXPENSES

Out-of-Pocket expenses for City business purchased by City employees
Registration and reimbursement for schools and conferences if included in training budget
Employees' monthly mileage reimbursements
Petty cash reimbursements
Election judges expense reimbursement
Payroll and payroll-related items: including MN qtrly unemployment claims & MN Paid Leave
Flex benefit quarterly payments
Drug Testing Fees

UTILITY PAYMENTS

Telephone/Internet/Cable monthly service	Electric, Water, Sewer & Utility Franchise Fees
Garbage refuse/recycling monthly service	Heat-Natural Gas/Propane/Fuel Oil

OTHER

All postage and shipping costs: including postage equipment rent & maintenance & updates
All contracted equipment lease payments including usage & maintenance fees: ie-copier/plotter/vehicles

Curb-Cut/ROW/SWU Reimbursements	Lodging Tax Pmts
Fiscal Agent Fees	Franchise Fees Pmts
Insurance Premiums and Deductibles Pmts	Vehicle Licensing & Titling
Investments	PD-Confidential Buy Fund
GR Fire Relief Pmts	Commercial Building Improvement Loan
Bank Transaction Fees	(CBIL) Program Payments

CREDIT CARD PMTS

Merchant/Motor Fuel Credit Card Pmts
Amazon Capital Services Pmts
Monthly Merchant service fees

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 9, 2026

AGENDA ITEM: Consider entering into a Memorandum of Understanding between Support Within Reach and the Grand Rapids Police Department.

PREPARED BY: Police Chief Andy Morgan

BACKGROUND:
Support Within Reach (SWR) has a mission of *"To reduce the impact and harm of sexual violence in the communities we serve."* SWR stretches across six area counties, multiple tribal lands and provides services to victims, and victim families, during those traumatic and unprecedented times.

Grand Rapids Police Department has a long-standing working collaboration with SWR in efforts of providing victims a quality criminal investigative service. Due to this partnership, Grand Rapids Police Department is able to provide an improved service.

As seen, the attached MOU is reviewed and signed by numerous area providers from an array of professions. This MOU declares GRPD's commitment to victims of sexual violence.

City attorney Chad Sterle approved this agreement.

Memorandum of Understanding has been attached.

REQUESTED COUNCIL ACTION:

Make a motion to authorize entering into a Memorandum of Understanding between Support Within Reach and the Grand Rapids Police Department.

icsaic
ITASCA COUNTY SEXUAL
ASSAULT INTERAGENCY
COUNCIL

Itasca County Sexual Assault Interagency Council (ICSAIC)

Memorandum of Understanding Interagency Agreement

I. Partners

Bigfork Valley Hospital, Coleraine Police Department, Deer River Health Care Center, Inc. d/b/a Essentia Health Deer River, Deer River Police Department, First Call for Help, Grand Itasca Clinic and Hospital, Grand Rapids Police Department, Itasca County Attorney's Office, Itasca County Attorney's Office Victim Assistance Program, Itasca County Health & Human Services, Itasca County Probation, Itasca County SANE Program, Itasca County Sheriff's Office, Keewatin Police Department, Leech Lake Tribal Police, MN Department of Corrections, Nashwauk Police Department, and Support Within Reach.

II. History of ICSAIC

Itasca County Sexual Assault Interagency Council (ICSAIC) was formed in 2001 to ***"organize, implement and monitor an effective interagency and community response with provision of training to responders related to sexual violence; respectfully serving all victims and seeking justice."*** ICSAIC developed guidelines to assist those who respond to sexual violence cases in Itasca County. The team has worked towards its purpose by developing and revising adult and pediatric sexual violence guidelines that are victim centered.

III. Interagency Agreement

The participating entities share certain community goals and purposes in attempting to investigate, prosecute, and resolve cases of sexual violence. Each participating agency and organization recognizes the requirements to address the needs of sexual violence victims while fulfilling its mandated responsibilities. By combining our respective individual capabilities, each member agency seeks to increase the effectiveness of the response to sexual violence through the continued commitment to the Itasca County Sexual Assault Interagency Council, a community-wide multi-disciplinary, cooperative effort.

As participating agencies in the ICSAIC, we indicate a commitment to implementing and maintaining our work in the following ways:

- Utilize Sexual Violence Justice Institute's 8-step guideline protocol development process in the ongoing work of ICSAIC.
  1. Inventory of existing services
  2. Victim experience survey
  3. Community needs assessment
  4. Write guideline protocol
  5. Renew interagency agreements
  6. Train personnel
  7. Monitor guideline protocol implementation
  8. Evaluate the guideline protocol's effectiveness

- Participate in monthly ICSAIC meetings to monitor guideline protocols, problem solving and case review, etc. keeping in mind that grant standards require a minimum of 10 meetings per year.
- Maintain critical membership of the team.
- Participate in ICSAIC planning and implementation.
- Commit to positive, constructive problem solving for the benefit of the sexual assault victim and the community.
- Ensure victim advocacy and continuity of care for survivors of sexual violence by involving SWR advocates early in the intervention.
- Ensure a culturally competent system of care especially including the planning and availability of interpreters.
- Gather victim experience surveys, tally results, report to team and make necessary changes to guideline protocols.
- Connect with the SANE advisory committee. The Sexual Assault Nurse Examiner (SANE) program provides care to the victims and empowers them through education and support throughout the forensic examination process.
- Create, revise and participate in training for county and city law enforcement, first responders, prosecutors, probation officers, SANE/Non-SANE nurses, sexual violence advocates, etc.
- A commitment to effective case review to identify trends, themes, and system problems.
- Monitor activities to ensure that guideline protocols are being implemented and are having the desired impact.
- Update and reproduce materials for ICSAIC participating personnel.
- Network with Sexual Violence Justice Institute (SVJI) and other SMART Team sites.

Participating agencies and their employees support, but are not legally accountable to carrying out the responsibilities outlined in this agreement. The ICSAIC has created this Interagency Agreement to define roles and expectations toward the goals of improving its response to victims of sexual violence.

IV. Commitment to the Partnership

All partners are committed to working together to ensure the success of ICSAIC in serving survivors of sexual assault. We, the undersigned, have read and agree with this Interagency Agreement:

Authorized Representative for: **Bigfork Valley Hospital**

Print Name	Signature	Date

Authorized Representative for: **Coleraine Police Department**

Print Name	Signature	Date

Authorized Representative for: **Deer River Healthcare Center, Inc. d/b/a Essentia Health Deer River**

Print Name	Signature	Date

Authorized Representative for: **Deer River Police Department**

Print Name	Signature	Date

Authorized Representative for: **Grand Itasca Clinic and Hospital**

Print Name	Signature	Date

Authorized Representative for: **<u>Grand Rapids Police Department</u>**

Print Name	Signature	Date

Authorized Representative for: **<u>Itasca County Attorney's Office</u>**

Print Name	Signature	Date

Authorized Representative for: **<u>Itasca County Attorney's Office Victim Assistance Program</u>**

Print Name	Signature	Date

Authorized Representative for: **<u>Itasca County Probation</u>**

Print Name	Signature	Date

Authorized Representative for: **<u>Itasca County Sheriff's Department</u>**

Print Name	Signature	Date

Authorized Representative for: **<u>Keewatin Police Department</u>**

Print Name	Signature	Date

Authorized Representative for: **Leech Lake Tribal Police**

Print Name Signature Date

Authorized Representative for: **Minnesota Department of Corrections**

Print Name Signature Date

Authorized Representative for: **Nashwauk Police Department**

Print Name Signature Date

Authorized Representative for: **Support Within Reach**

Print Name Signature Date

Authorized Representative for: **Itasca County Health & Human Services**

Print Name Signature Date

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 9, 2026

AGENDA ITEM: Consider adopting a resolution approving LG214 Premises Permit Application for Grand Rapids Amateur Hockey Association

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Grand Rapids Amateur Hockey Association (GRAHA) has submitted an application for LG214 Premises Permit to conduct lawful gambling at Applebee's Neighborhood Grill and Bar, located at 2840 S. Highway 169, Grand Rapids. This permit requires Council to adopt a resolution. The resolution is attached.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving LG214 Premises Permit for Grand Rapids Amateur Hockey Association.

Councilor ___________introduced the following resolution and moved for its adoption:

RESOLUTION NO. 26-

RESOLUTION APPROVING GRAND RAPIDS AMATEUR HOCKEY ASSOCIATION LG214 PREMISES PERMIT

WHEREAS, the Grand Rapids Amateur Hockey Association, hereafter known as GRAHA, has presented the City Council of Grand Rapids a LG214 Premises Permit application to conduct gambling at the Applebee's Neighborhood Grill & Bar, 2840 S. Highway 169, Grand Rapids, Minnesota; and

WHEREAS, the Gambling Control board may not issue a Premises Permit without City Council approval.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids approves the LG214 Premises Permit Application for GRAHA to conduct gambling at Applebee's Neighborhood Grill & Bar, 2840 S. Highway 169, Grand Rapids, Minnesota.

Adopted by the City Council this 9th day of March, 2026.

____
Tasha Connelly, Mayor

ATTEST:

____
Kimberly Gibeau, City Clerk

Councilor seconded the foregoing resolution and the following voted in favor thereof: ; and the following voted against the same: , 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: March 9th, 2026

AGENDA ITEM: Consider approving an agreement with SEH for the 5-23 Slurry Seal project at the Grand Rapids / Itasca County Airport

PREPARED BY: Matt Wegwerth

BACKGROUND:
The 5-23 runway is scheduled for routine maintenance in 2027, which will include crack repair, a slurry seal and pavement markings. The attached proposal covers final design, plans/specifications, bidding and project management.

The project will be funded on a 95% Federal, 2.5% State and 2.5% Local share and is a budgeted project for 2026.

Total City responsibility is $253.75

REQUESTED COUNCIL ACTION:

Make a motion approving an agreement with SEH for design and construction services for the 5-23 Slurry Seal Project and authorize necessary signatures

Agreement for Professional Services

This Agreement is effective as of March 9, 2026, between City of Grand Rapids (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2026 Runway 5-23 Slurry Seal**

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

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

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

Schedule:
See Attachment A.

Payment:
The lump sum fee is $20,300 including expenses and equipment.

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

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

Short Elliott Hendrickson Inc.		**City of Grand Rapids**	
By:	[signature]	By:	
Full Name:	Shawn McMahon	Full Name:	
Title:	Principal	Title:	

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

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

A. Lump Sum Basis Option

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

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

B. Expenses Not Included in the Lump Sum

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

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.

2. Other special expenses required in connection with the Project.

3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

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

General Conditions

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deeds; and other land use restrictions; as-built drawings; and electronic databases and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide written notice to Consultant within seven (7) days of when the Client observes or otherwise becomes aware of any changes in the Project or any defect or alleged defect in Consultant's Services. Client shall examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant within ten (10) business days of receipt and render the necessary decisions and instructions in writing so that Consultant may provide Services in a timely manner. Client's failure to provide timely notice of defects or timely review and approval shall constitute a waiver of any claims related to such defects or delays caused by late review.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others directed or hired by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or others directed or hired by the Client.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions regarding the Project. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

SECTION III – PAYMENTS

A. Invoices

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.
2. Client agrees that it will waive any claim against Consultant related to severe weather events that exceed those addressed by existing codes and standards. Consultant's sole liability will be based on actual damages to the extent caused by Consultant's failure to meet applicable codes. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Consultant's original interpretation through no fault of Consultant and that additional costs necessary to conform to such changes or interpretations after execution of this Agreement may be subject to an equitable adjustment in Consultant's compensation and schedule.
3. If hazardous substances are found on the project site, then Consultant may stop work until Client has remediated the site.

C. Limitations on Liability

1. To the fullest extent permitted by law, Consultant's total liability to Client for any and all claims, losses, or damages arising out of or related to this Agreement or the Project, whether based on negligence, errors, omissions, strict liability, breach of contract, or warranty, shall not exceed the lesser of (i) the total compensation paid to Consultant under this Agreement or (ii) $500,000. If Client requests higher limits, such change must be agreed to in writing, and Consultant's fee shall increase by at least 1% for each additional $500,000 of liability, up to a maximum limit of $5,000,000.
2. To the extent permitted by applicable law, neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by unforeseen severe weather events, breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than the earliest of: (a) the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion; (b) the date of issuance of Consultant's final invoice for acts or failures to act occurring after Substantial Completion; or (c) the date when Consultant's Services are substantially completed. The parties acknowledge that this provision may shorten the time period otherwise available under applicable law for bringing claims, and each party knowingly and voluntarily agrees to this shortened limitations period. This provision shall not apply to claims for fraud, willful misconduct, or intentional misrepresentation. Notwithstanding the foregoing, in no event shall any claim be brought more than two (2) years after the cause of action has accrued as defined herein, regardless of when the injury or damage is discovered.
5. The parties agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits covered by any insurance applicable to the Project or the site upon which the Project is located.

D. Assignment

1. Aside from Consultant's assignment of amounts owed under this Agreement, neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.
2. Parties acknowledge that Consultant has subsidiaries or affiliates that hold necessary registrations, certifications or special skills or resources that may be needed for the proper performance of the Services. Consultant may subcontract or assign all or part of the Services to any of its subsidiaries or affiliates; provided, however, that Consultant shall remain liable for the performance, obligations and responsibilities of such services under this Agreement.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise in writing.
2. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.
3. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

ATTACHMENT A
PROPOSAL FOR ENGINEERING SERVICES

2026 Runway 5-23 Slurry Seal
GRAND RAPIDS/ITASCA COUNTY AIRPORT
AIP No. 3-27-0037-XXX-2026

PROJECT SCOPE:

The 2022 PCI rating for Runway 5/23 is 78. Preventive maintenance is appropriate to extend the useful life of the pavement. With the runway realignment and extension to the Runway 5 end, it was determined a slurry seal would be the best maintenance approach at the same time as the runway extension.

SCOPE OF SERVICES:

Services to be provided include program coordination, final design, preparation of quoting documents, quoting and award, construction observation and project management.

Specific tasks to be performed by the Consultant are as follows:

1. Project Formulation and Scoping: SEH will work with the City of Grand Rapids to develop detailed project scoping, including review and coordination with MnDOT, FAA, and other regulatory agencies. The scope will be updated as needed based on input received. Completion of the project and grant pre-application, cost breakdowns and eligibility determinations. The required environmental categorical exclusion (CATEX) checklist and letter will also be submitted to the FAA for approval.

2. Construction Safety Plan / Airspace Analysis: A Construction Safety and Phasing Plan will be prepared for the Project and submitted to the FAA. A safety checklist form and an airspace analysis, including submission of FAA Form 7460, will be submitted with the safety plan.

3. Final Construction Plans: Prepare construction drawings, to be included in the bidding documents for Taxiway A – Phase 2, consisting of approximately the following plan sheets.
    - Statement of Estimated Quantities
    - Slurry Seal Plan, Details and Construction Notes
    - Pavement Marking Plan and Details

4. Specifications and Bid Package: Development of technical specifications to be included in the project manual for Taxiway A – Phase 2.

5. Quantity Calculations and Cost Estimate: Quantities will be calculated for use on the quote form and for updating the construction cost estimates.

6. Quality Control Reviews: Provide quality control reviews and final review of the plans and specifications. QA/QC efforts include the time required by the Consultant for the overall administration of the project, including internal meetings; quality control and assurance; reviews; and coordination with the Owner, FAA, MnDOT, and other regulatory agencies and utilities.

7. Construction Observation / Final Inspection: SEH will provide daily construction observation for the project. A Resident Project Representative (RPR) will be on-site to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and progress reports. A final inspection will be conducted by the RPR with the contractor prior to project acceptance.

8. Pay Estimates: SEH will prepare pay estimates upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.

9. FAA Closeout Report: The Consultant will prepare a "Project Closeout Report" as required by the FAA by using the "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).

10. Project Management: Oversee the overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.

PROJECTED SUBMITTAL DATES:
The anticipated submittal dates are:

March 9, 2026	Consideration of Design and Construction Proposal
March 31, 2026	90% FAA Submittal
May 2026	Bid Opening
June 2026	Contract Award Recommendation
June 2026	Final Grant Request Application Submittal to FAA

ESTIMATED FEES AND EXPENSES

ATTACHMENT B

2026 Runway 5-23 Slurry Seal
Grand Rapids/Itasca County Airport
Grand Rapids, Minnesota

Task No.	Task Description	Project Manager	Project Engineer	Airport Planner	Admin Technician
Preliminary and Final Design					
1	Project Formulation and Scoping	1	2	2	
2	Construction Safety Plan/Airspace Analysis		2	1	
3	Final Construction Plans		16		
4	Specifications and Bid Package	1	2		1
5	Quantity Calculations and Cost Estimate	1	2		
6	Quality Control Reviews	2	2	1	1
7	Construction Observation/Final Inspection	1	50		
8	Pay Estimates	1	2		
9	FAA Closeout Report	1	2	2	2
10	Project Management	4		2	2
	Total hours per labor category	12	80	8	6

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	12	$84.69	$1,016.28
Project Engineer	80	$43.95	$3,516.00
Airport Planner	8	$79.73	$637.84
Admin Technician	6	$36.62	$219.72
Total Direct Labor Costs:	106		$5,389.84
Salary and Administrative Overhead			$10,298.91
Total Labor Costs			**$15,688.75**
Fee (15%)			**$ 2,353.31**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	1000	$0.725	$725.00
Employee Per Diem	4	$200.00	$800.00
Employee Auto Allowance	1	$16.00	$16.00
Equipment Usage	106	$6.00	$636.00
Reproductions / Miscellaneous	1	$100.00	$100.00
Total Expenses			**$2,277.00**

SUMMARY:

Total Labor Costs +Fees + Expenses	$20,319.06
Total	$20,319.06
Estimated Total	**$20,300.00**

EXHIBIT B

FAA CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

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

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

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

Title VI Solicitation Notice:

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (49 CFR § 26.13)

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

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

Prompt Payment (49 CFR § 26.29)

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

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

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

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

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

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

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

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

TEXTING WHEN DRIVING

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

SEISMIC SAFETY

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

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

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

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

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

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

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

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

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

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

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

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

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

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

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

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

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

AIP Project Cost Breakdown:

Grand Rapids/Itasca County Airport (GPZ)
FFY 2026 ***AIP*** *Project Cost Breakdown*

Brief Item Description	Construction or Land Costs	Engineering/ Land Incidental	Admin. Costs	Total Cost	Federal Share	Non-Federal Share
					95%	5%
Rwy 5-23 Slurry Seal (SEH Final Design & Construction Admin)	TBD	$20,300	TBD	$20,300	$19,285	$1,015
Totals	**TBD**	**$20,300**	**TBD**	**$20,300**	**$19,285**	**$1,015**

State of Minnesota Percentage	Local Percentage	State of Minnesota	Local	Total
2.5%	2.5%	$507.50	$507.50	**$1,015**

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 9th, 2026

AGENDA ITEM: Consider approving an agreement with SEH for the Taxilane Extension project at the Grand Rapids / Itasca County Airport

PREPARED BY: Matt Wegwerth

BACKGROUND:
The north hangar development area has been under construction for the past several years. Work has included taxilane extension – phase 1, utility installation and private hangar construction. Hangar construction is at the point where phase 2 of the taxilane extension project is necessary. This extension will serve the remaining hangar sites. The attached proposal covers final design, plans/specifications, bidding and project management.

The project will be funded on a 95% Federal, 2.5% State and 2.5% Local share and is a budgeted project for 2026.

Total City responsibility is $510.00

REQUESTED COUNCIL ACTION:

Make a motion approving an agreement with SEH for design and construction services for the Taxilane Extension project at the Grand Rapids / Itasca County Airport and authorize necessary signatures

Agreement for Professional Services

This Agreement is effective as of March 9, 2026, between City of Grand Rapids (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2026 Taxilane Extension**

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

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

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

Schedule:
See Attachment A.

Payment:
The lump sum fee is $40,800 including expenses and equipment.

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

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

Short Elliott Hendrickson Inc.		**City of Grand Rapids**	
By:		By:	
Full Name:	Shawn McMahon	Full Name:	
Title:	Principal	Title:	

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

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

A. Lump Sum Basis Option

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

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

B. Expenses Not Included in the Lump Sum

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

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.

2. Other special expenses required in connection with the Project.

3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

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

General Conditions

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deeds; and other land use restrictions; as-built drawings; and electronic databases and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide written notice to Consultant within seven (7) days of when the Client observes or otherwise becomes aware of any changes in the Project or any defect or alleged defect in Consultant's Services. Client shall examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant within ten (10) business days of receipt and render the necessary decisions and instructions in writing so that Consultant may provide Services in a timely manner. Client's failure to provide timely notice of defects or timely review and approval shall constitute a waiver of any claims related to such defects or delays caused by late review.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others directed or hired by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or others directed or hired by the Client.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions regarding the Project. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

SECTION III – PAYMENTS

A. Invoices

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.
2. Client agrees that it will waive any claim against Consultant related to severe weather events that exceed those addressed by existing codes and standards. Consultant's sole liability will be based on actual damages to the extent caused by Consultant's failure to meet applicable codes. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Consultant's original interpretation through no fault of Consultant and that additional costs necessary to conform to such changes or interpretations after execution of this Agreement may be subject to an equitable adjustment in Consultant's compensation and schedule.
3. If hazardous substances are found on the project site, then Consultant may stop work until Client has remediated the site.

C. Limitations on Liability

1. To the fullest extent permitted by law, Consultant's total liability to Client for any and all claims, losses, or damages arising out of or related to this Agreement or the Project, whether based on negligence, errors, omissions, strict liability, breach of contract, or warranty, shall not exceed the lesser of (i) the total compensation paid to Consultant under this Agreement or (ii) $500,000. If Client requests higher limits, such change must be agreed to in writing, and Consultant's fee shall increase by at least 1% for each additional $500,000 of liability, up to a maximum limit of $5,000,000.
2. To the extent permitted by applicable law, neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by unforeseen severe weather events, breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than the earliest of: (a) the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion; (b) the date of issuance of Consultant's final invoice for acts or failures to act occurring after Substantial Completion; or (c) the date when Consultant's Services are substantially completed. The parties acknowledge that this provision may shorten the time period otherwise available under applicable law for bringing claims, and each party knowingly and voluntarily agrees to this shortened limitations period. This provision shall not apply to claims for fraud, willful misconduct, or intentional misrepresentation. Notwithstanding the foregoing, in no event shall any claim be brought more than two (2) years after the cause of action has accrued as defined herein, regardless of when the injury or damage is discovered.
5. The parties agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits covered by any insurance applicable to the Project or the site upon which the Project is located.

D. Assignment

1. Aside from Consultant's assignment of amounts owed under this Agreement, neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.
2. Parties acknowledge that Consultant has subsidiaries or affiliates that hold necessary registrations, certifications or special skills or resources that may be needed for the proper performance of the Services. Consultant may subcontract or assign all or part of the Services to any of its subsidiaries or affiliates; provided, however, that Consultant shall remain liable for the performance, obligations and responsibilities of such services under this Agreement.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise in writing.
2. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.
3. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

ATTACHMENT A
PROPOSAL FOR ENGINEERING SERVICES

2026 Taxilane Extension
GRAND RAPIDS/ITASCA COUNTY AIRPORT
AIP No. 3-27-0037-XXX-2026

PROJECT SCOPE:

The need for public use hangars at Grand Rapids/Itasca County Airport continues to grow. The north taxilane extension completed in 2023 is full and there are additional companies and public use facilities to be constructed in FFY 2026. The taxilane is designed to TDG 1A standards with a width of 25 feet. The taxilane extension will meet the existing needs at the airport and will be able to accommodate additional box hangars (see Figure below).

SCOPE OF SERVICES:

Services to be provided include program coordination, final design, preparation of quoting documents, quoting and award, construction observation and project management.

Specific tasks to be performed by the Consultant are as follows:

1. Project Formulation and Scoping: SEH will work with the City of Grand Rapids to develop detailed project scoping, including review and coordination with MnDOT, FAA, and other regulatory agencies. The scope will be updated as needed based on input received. Completion of the project and grant pre-application, cost breakdowns and eligibility determinations. The required environmental categorical exclusion (CATEX) checklist and letter will also be submitted to the FAA for approval.

2. Engineer's Design Report: Complete Engineer's Design Report including all section and attachments according to FAA requirements.

3. Construction Safety Plan / Airspace Analysis: A Construction Safety and Phasing Plan will be prepared for the Project and submitted to the FAA. A safety checklist form and an airspace analysis, including submission of FAA Form 7460, will be submitted with the safety plan.

4. Detailed Design: Detailed design including pavement design and grading for the extended taxilane.

5. Final Construction Plans: Prepare construction drawings consisting of approximately the following plan sheets.
   - Title sheet
   - Construction Safety Plan
   - Construction Phasing Plan
   - Statement of Estimated Quantities
   - Typical Sections
   - Erosion Control Plan and Details
   - Topography and Construction Plan drawings for new pavements
   - Pavement Jointing Plan and Details
   - Details, Standard Plates, Construction Notes

6. Quantity Calculations and Cost Estimate: Quantities will be calculated for use on the quote form and for updating the construction cost estimates.

7. Construction Quoting Documents: Prepare a project manual consisting of table of contents, MnDOT / FAA requirements, proposal documents, specifications, special provisions, wage rates and schedule of prices.

8. Quality Control Reviews: Provide quality control reviews and final review of the plans and specifications. QA/QC efforts include the time required by the Consultant for the overall administration of the project, including internal meetings; quality control and assurance; reviews; and coordination with the Owner, FAA, MnDOT, and other regulatory agencies and utilities.

9. Quoting and Award: Assist the Owner with obtaining construction quotes for proposed improvements. Assist the Owner with securing a grant from the Federal Aviation Administration for this project. Make a recommendation to the Owner on award of construction contract.

10. Preconstruction Activities: A preconstruction conference will be held prior to beginning construction to outline and discuss project requirements, administration procedures, and other construction related information. SEH will facilitate the preconstruction conference, issue notifications, and record meeting minutes.

11. Construction Observation / Final Inspection: SEH will provide daily construction observation for the project. A Resident Project Representative (RPR) will be on-site to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and progress reports. A final inspection will be conducted by the RPR with the contractor prior to project acceptance.

12. Pay Estimates: SEH will prepare pay estimates upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.

13. FAA Closeout Report: The Consultant will prepare a "Project Closeout Report" as required by the FAA by using the "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).

14. Subconsultant Coordination: Coordination with subconsultants, including contracting, scheduling, utility coordination, and airport inspection and investigation.

15. Project Management: Oversee the overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.

Subconsultants performing work under this proposal include the following:

1. Braun Intertec.: Standard penetration soil borings, and a geotechnical analysis will be performed by Braun Intertec of St. Cloud, Minnesota.

PROJECTED SUBMITTAL DATES:
The anticipated submittal dates are:

March 9, 2026	Consideration of Design and Construction Proposal
March 31, 2026	90% FAA Submittal
April 2026	Receive Quotes
May 2026	Contract Award Recommendation
May/June 2026	Final Grant Request Application Submittal to FAA

ESTIMATED FEES AND EXPENSES

ATTACHMENT B

2026 Taxilane Extension
Grand Rapids/Itasca County Airport
Grand Rapids, Minnesota

Task No.	Task Description	Project Manager	Project Engineer	Airport Planner	Admin Technician
Preliminary and Final Design					
1	Project Formulation and Scoping	1	5	1	1
2	Engineer's Design Report	1	5	1	
3	Construction Safety Plan/Airspace Analysis		4	1	
4	Detailed Design		10		
5	Final Construction Plans	1	20		
6	Quantity Calculations and Cost Estimate	1	4		
7	Construction Quoting Documents	1	4		2
8	Quality Control Reviews	2	2	1	1
9	Quoting and Award	1	2		
10	Preconstruction Activities	1	4		
11	Construction Observation/Final Inspection	2	80		
12	Pay Estimates	1	4		
13	FAA Closeout Report	1	2	2	2
14	Subconsultant Coordination	1	2		
15	Project Management	4	2	2	2
	Total hours per labor category	18	150	8	8

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	18	$84.69	$1,524.42
Project Engineer	150	$43.95	$6,592.50
Airport Planner	8	$79.73	$637.84
Admin Technician	8	$36.62	$292.96
Total Direct Labor Costs:	184		$9,047.72
Salary and Administrative Overhead			$17,288.38
Total Labor Costs			**$26,336.10**
Fee (15%)			**$ 3,950.42**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	1000	$0.725	$725.00
Employee Per Diem	5	$200.00	$1,000.00
Employee Auto Allowance	5	$16.00	$80.00
Equipment Usage	184	$6.00	$1,104.00
Reproductions / Miscellaneous	1	$100.00	$100.00
Subconsultant - Braun Intertec (Geotech)	1	$7,500.00	$7,500.00
Total Expenses			**$10,509.00**

SUMMARY:

Total Labor Costs +Fees + Expenses	$40,795.52
Total	$40,795.52
Estimated Total	**$40,800.00**

EXHIBIT B

FAA CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

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

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

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

Title VI Solicitation Notice:

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (49 CFR § 26.13)

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

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

Prompt Payment (49 CFR § 26.29)

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

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

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

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

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

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

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

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

TEXTING WHEN DRIVING

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

SEISMIC SAFETY

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

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

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

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

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

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

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

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

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

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

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

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

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

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

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

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

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

AIG Project Cost Breakdown:

Grand Rapids/Itasca County Airport (GPZ)
FFY 2026 ***AIG*** *Project Cost Breakdown*

Brief Item Description	Construction or Land Costs	Engineering/ Land Incidental	Admin. Costs	Total Cost	Federal Share	Non-Federal Share
					95%	5%
Taxilane Extension (SEH Final Design & Construction Admin)	TBD	$40,800	TBD	$40,800	$38,760	$2,040
SRE Acquisition (SEH Bidding & Award Contract)	TBD	$15,400	TBD	$15,400	$14,630	$770
Totals	**TBD**	**$56,200**	**TBD**	**$56,200**	**$53,390**	**$2,810**

State of Minnesota Percentage	Local Percentage	State of Minnesota	Local	Total
2.5%	2.5%	$1,405	$1,405	**$2,810**

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 9th, 2026

AGENDA ITEM: Consider approving an agreement with SEH for the SRE Acquisition at the Grand Rapids / Itasca County Airport

PREPARED BY: Matt Wegwerth

BACKGROUND:
The GPZ airport currently operates several large pieces of Snow Removal Equipment (SRE) to keep the airport operational. One of the main pieces is a John Deere front end loader that began having engine issues in 2025. Staff were able to utilize the equipment this past winter season, but it needs to have the engine rebuilt to remain functional. In lieu of replacing the engine, airport staff submitted a request to the FAA for full replacement of this SRE and it was approved. The attached proposal covers spec development, bidding, equipment acquisition and grant administration to meet the FAA requirements.

The project will be funded on a 95% Federal, 2.5% State and 2.5% Local share. Due to the emergency nature of the replacement, this project was not budgeted for 2026. It will be funded with Airport Fund Balance. This SRE was purchased in 2008 with federal funds and was originally on the CIP for 2030.

Total City responsibility is $192.50

REQUESTED COUNCIL ACTION:

Make a motion approving an agreement with SEH for the SRE acquisition at the Grand Rapids / Itasca County Airport and authorize necessary signatures

AIG Project Cost Breakdown:

Grand Rapids/Itasca County Airport (GPZ)
FFY 2026 ***AIG*** *Project Cost Breakdown*

Brief Item Description	Construction or Land Costs	Engineering/ Land Incidental	Admin. Costs	Total Cost	Federal Share	Non-Federal Share
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Totals	**TBD**	**$56,200**	**TBD**	**$56,200**	**$53,390**	**$2,810**

State of Minnesota Percentage	Local Percentage	State of Minnesota	Local	Total
2.5%	2.5%	$1,405	$1,405	**$2,810**

Agreement for Professional Services

This Agreement is effective as of March 9, 2026, between City of Grand Rapids, MN (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2026 SRE Acquisition.**

Client's Authorized Representative: Matt Wegwerth
Address: 420N Pokegama Ave, Grand Rapids, Minnesota 55744, United States
Telephone: 218.326.7625 **Email:** mwegwerth@grandrapidsmn.gov

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

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

The Scope of Construction Administration Services is itemized in Attachment A, Scope of Work for the 2026 SRE Acquisition project

Payment: The lump sum fee is $15,400 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

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

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

Short Elliott Hendrickson Inc.		**City of Grand Rapids, MN**	
By:	[signature]	By:	
Full Name:	Shawn McMahon	Full Name:	
Title:	Principal	Title:	

Exhibit A-2
to Agreement for Professional Services
Between City of Grand Rapids (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 26, 2026

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

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

A. Lump Sum Basis Option

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

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

B. Expenses Not Included in the Lump Sum

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

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

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

General Conditions

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deeds; and other land use restrictions; as-built drawings; and electronic databases and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide written notice to Consultant within seven (7) days of when the Client observes or otherwise becomes aware of any changes in the Project or any defect or alleged defect in Consultant's Services. Client shall examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant within ten (10) business days of receipt and render the necessary decisions and instructions in writing so that Consultant may provide Services in a timely manner. Client's failure to provide timely notice of defects or timely review and approval shall constitute a waiver of any claims related to such defects or delays caused by late review.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others directed or hired by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or others directed or hired by the Client.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions regarding the Project. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

SECTION III – PAYMENTS

A. Invoices

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.
2. Client agrees that it will waive any claim against Consultant related to severe weather events that exceed those addressed by existing codes and standards. Consultant's sole liability will be based on actual damages to the extent caused by Consultant's failure to meet applicable codes. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Consultant's original interpretation through no fault of Consultant and that additional costs necessary to conform to such changes or interpretations after execution of this Agreement may be subject to an equitable adjustment in Consultant's compensation and schedule.
3. If hazardous substances are found on the project site, then Consultant may stop work until Client has remediated the site.

C. Limitations on Liability

1. To the fullest extent permitted by law, Consultant's total liability to Client for any and all claims, losses, or damages arising out of or related to this Agreement or the Project, whether based on negligence, errors, omissions, strict liability, breach of contract, or warranty, shall not exceed the lesser of (i) the total compensation paid to Consultant under this Agreement or (ii) $500,000. If Client requests higher limits, such change must be agreed to in writing, and Consultant's fee shall increase by at least 1% for each additional $500,000 of liability, up to a maximum limit of $5,000,000.
2. To the extent permitted by applicable law, neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by unforeseen severe weather events, breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than the earliest of: (a) the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion; (b) the date of issuance of Consultant's final invoice for acts or failures to act occurring after Substantial Completion; or (c) the date when Consultant's Services are substantially completed. The parties acknowledge that this provision may shorten the time period otherwise available under applicable law for bringing claims, and each party knowingly and voluntarily agrees to this shortened limitations period. This provision shall not apply to claims for fraud, willful misconduct, or intentional misrepresentation. Notwithstanding the foregoing, in no event shall any claim be brought more than two (2) years after the cause of action has accrued as defined herein, regardless of when the injury or damage is discovered.
5. The parties agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits covered by any insurance applicable to the Project or the site upon which the Project is located.

D. Assignment

1. Aside from Consultant's assignment of amounts owed under this Agreement, neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.
2. Parties acknowledge that Consultant has subsidiaries or affiliates that hold necessary registrations, certifications or special skills or resources that may be needed for the proper performance of the Services. Consultant may subcontract or assign all or part of the Services to any of its subsidiaries or affiliates; provided, however, that Consultant shall remain liable for the performance, obligations and responsibilities of such services under this Agreement.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise in writing.
2. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.
3. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

ATTACHMENT A

Grand Rapids Itasca County Airport

Grand Rapids, Minnesota

2026 SRE Acquisition – Front End Loader

Scope of Work

(Specification Development, Equipment Acquisition, Administrative Services including Project Closeout)

General – The project consists of acquiring new snow removal equipment (SRE) for the Grand Rapids Itasca County Airport in Grand Rapids, Minnesota. The new SRE is proposed to be a front-end loader.

SEH will provide the following specific services:

1. Scoping, Review and Project Coordination: Detailed project scoping, including review and coordination with MnDOT, FAA, and other regulatory agencies. Update acquisition request as needed based on input received.

2. Project Formulation: Completion of the project and grant pre-application, cost breakdowns and eligibility determinations. SEH will develop a memorandum discussing the eligibility, justification, and equipment selection of the requested SRE. SRE acquisition shall follow and meet the procurement guidelines associated with the FAA Airport Improvement Program as defined under FAA AC 150/5220-20A Airport Snow and Ice Control Equipment and FAA AC 150/5200-30D Airport Field Conditions Assessments and Winter Operations Safety. The required categorical exclusion checklist and letter will also be submitted to the FAA for approval.

3. Equipment Specification Documents: SEH will develop and compile the specifications for procurement of the SRE. The specification development will be prepared per applicable FAA Advisory Circulars (AC), Orders, Regulations and Policy Memorandums.

4. Bidding Coordination: SEH will coordinate and manage the bidding documents, the advertisement for bids, and the bid opening. SEH will prepare a recommendation of award based on bids received to be considered by the City Council.

5. Buy American Certification Coordination: SEH will assist with the preparation of the Buy American Certification and Waiver application process. This task includes coordinating between Supplier and FAA, reviewing waiver application and supporting documentation, and submitting on their behalf, if Supplier desires.

6. FAA Project Closeout Report: SEH will prepare a “Project Closeout Report” as required by the FAA and using “Sponsors Guide to Quality Project Closeout Report Requirements” (FAA Publication). The scope as part of this proposal includes closeout efforts solely for the SRE equipment, including vehicle information, photographs, and special conditions.

ANTICIPATED PROJECT SCHEDULE:

March 9, 2026	Contract considered at City Council meeting and Ad for Bid
March 31, 2026	Submittal of SRE Justification Memorandum
March 31, 2026	Submission of Engineer’s Design Report
April 2026	Publish Bid Package
April 2026	Open Bids
May 2026	City Council to award contract
May/June 2026	Grant Application to FAA

ESTIMATED FEES AND EXPENSES

ATTACHMENT B

2026 SRE Acquisition

Grand Rapids Itasca County Airport

Grand Rapids, Minnesota

(Specification Development, Bid Coordination, Equipment Acquisition, Administrative Services including Project Closeout)

Task No.	Task Description	Principal Engineer	Project Manager	Project Engineer	Administrative Assistant
1.	Scoping, Review and Project Coordination	2	5		1
2.	Project Formulation	2	5	12	
3.	Equipment Specification Documents		6	10	3
4.	Bidding Coordination	4	2		
5.	Buy American Certification Coordination		5	10	
6.	FAA Project Close-out Report	2	6	5	1
	Total hours per labor category	10	29	37	5

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal Engineer	10	$84.69	$846.90
Project Manager	29	$51.63	$1,497.27
Project Engineer	37	$51.63	$1,910.31
Administrative Assistant	5	$36.62	$183.10

Total Direct Labor Costs:	81	$4,437.58
General and Administrative Overhead		$8,479.33
Total Labor Costs		**$12,916.91**
Fee (15%)		**$ 1,937.54**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Charges	81	$6.00	$486.00
Reproductions / Miscellaneous	1	$100.00	$100.00

Total Expenses **$586.00**

SUMMARY:

Total Labor Costs +Fees + Expenses	$15,440.45
Total	$15,440.45
Not to Exceed Amount	**$15,400.00**

EXHIBIT B

FAA CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

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

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

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

Title VI Solicitation Notice:

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

Compliance with Nondiscrimination Requirements:

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

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

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

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance: In** the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (49 CFR § 26.13)

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

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

Prompt Payment (49 CFR § 26.29)

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

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

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

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

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

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

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

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

TEXTING WHEN DRIVING

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

SEISMIC SAFETY

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

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

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

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

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

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

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

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

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

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

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

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

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

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

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

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

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

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 9, 2026

AGENDA ITEM: Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust.

PREPARED BY: Laura Pfeifer

BACKGROUND:

The City of Grand Rapids has had their general liability insurance with the League of Minnesota Cities Insurance Trust (LMCIT) for many years.

General liability includes property, inland marine, general liability, glass, miscellaneous equipment, vehicles, etc. The premium is based on personnel costs, amount and value of property equipment and vehicles, the amount of capital construction and other factors. This coverage includes the City Hall, Public Library, Central School, Fire Hall, Pokegama Golf Course, Yanmar Arena, various other City-owned properties and all City Departments (excluding Public Utilities). This amount is part of the 2026 adopted budget.

The premium for the 2026 plan year is $300,276.00, which is a $8,653.00 decrease from 2025. Our insurance agent is paid on a flat fee structure; this fee is included in this premium and has not increased from last year.

REQUESTED COUNCIL ACTION:

Make a motion to approve the general liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2026 plan year and authorize payment of the insurance premium for $300,276.00.

LEAGUE of MINNESOTA CITIES

CONNECTING & INNOVATING
SINCE 1913

Invoice

Member Name and Address
Grand Rapids, City Of
420 North Pokegama Ave
Grand Rapids, MN 55744-2658

Invoice Date
03/04/2026

Agent
Otis-Magie Insurance Co
332 W Superior St Suite 700
Duluth, MN 55802
(218)625-2133

Account Number:	40003953
Account Type	Property/Casualty Coverage Premium
Current Balance:	$ 300,276.00
Minimum Due:	$ 300,276.00
Due Date:	04/01/2026

Summary of activity since last Billing Invoice

See reverse side and attachments for additional information

Date	Activity	Account Balance	Minimum Due
	Previous Invoice Balance	1,324.00	
	Payments Received	-1,324.00	
	Total of Transactions and Fees shown on reverse or attached	300,276.00	
	Current Balance	$ 300,276.00	$ 300,276.00

Detach and return this Payment Coupon with your payment

Account Number	Invoice Date	Due Date	Current Balance	Minimum Due
40003953	**03/04/2026**	**04/01/2026**	**$ 300,276.00**	**300,276.00**

Amount Enclosed
$ ____________

Member Name Grand Rapids, City Of

BILLING INVOICE - Return stub with payment - make checks payable to:

Mail payment 7 days before Due Date to ensure timely receipt

League of MN Cities Insurance Trust P&C
c/o Berkley Risk Administrators Company
222 South Ninth Street, Suite 2700
P.O. Box 581517
Minneapolis, MN 55458-1517

LEAGUE of MINNESOTA CITIES

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Invoice

Detail of activity since last Invoice

		Transaction Amount	Minimum Due
Package 1000942-9 Agreement Period 01/01/2025 - 01/01/2026			
	01/01/2025 - 01/01/2026		
	Agreement Previous Balance	$ 1,324.00	
	Payment 07/28/2025	$ -1,324.00	
	Agreement Ending Balance	$ 0.00	$ 0.00
Package 1000942-10 Agreement Period 01/01/2026 - 01/01/2027			
	Agreement Previous Balance	$ 0.00	
	Renewal - PR 02/27/2026	$ 300,276.00	
	Agreement Ending Balance	$ 300,276.00	$ 300,276.00
Defense Cost Reimbursement 1000943-10 Agreement Period 01/01/2026 - 01/01/2027			
	Agreement Previous Balance	$ 0.00	
	Agreement Ending Balance	$ 0.00	$ 0.00
	Total Current Balance	$ 300,276.00	
	Total Minimum Due		$ 300,276.00

LEAGUE of MINNESOTA CITIES

CONNECTING & INNOVATING
SINCE 1913

Invoice

Thank you for choosing us as your Coverage carrier. The following information is to assist you in reviewing your Billing Invoice.

Billing Inquiries: CONTACT YOUR AGENT FOR QUESTIONS ON YOUR AGREEMENT OR CHANGES IN COVERAGE. For billing inquiries, please call 1-612-766-3000

BILLING PROCEDURES

New Agreements and renewals: If your Agreement is issued after the date that coverage began, your first Billing Invoice for the agreement may include more than one installment payment due.

Application of Payments and Cancellation: If you pay more than the Minimum Due, the extra payment will be applied to your next installment proportionately to all agreements on your account. For Accounts owned on agreements with the same Due Date, the payment will be applied proportionately to all agreements with the same Due Date.

Minimum Due is the amount to pay to avoid any agreements on your account from going into a late pay status which could cause cancellation of coverage. If you fail to pay the Minimum Due by the Due Date, a Direct Notice of Cancellation for Non Payment may be issued for one or more agreements on your account. If your account has more than one agreement and you pay less than the Minimum Due, your payment will be applied first to amounts owed on agreements with the oldest balance due.

If we receive a payment after the cancellation effective date and we elect not to reinstate your agreement, the payment will be applied toward any unpaid earned premium on your account before any remainder is refunded.

After an agreement is cancelled, we will bill you for any unpaid earned premium. If you do not pay, the matter may be referred to collections.

Audit Premium: Any Audit Premium owed will be included in both Current Balance and Minimum Due balance shown on the Billing Invoice. Payment of Audit Premium is due in full by the Due Date. If Audit Premium is owed, your payment may be applied first to Audit Premium owed and then to amounts owed on agreements with the earliest Due Date. If special arrangements are needed for repayment of audit premium you MUST contact the Billing Unit at the number shown above for consideration of any such arrangements.

Refunds: Any refund due will be mailed from our office within 15 days after the Invoice date.

Payment address: ALL PAYMENTS SHOULD BE SENT TO OUR PAYMENT PROCESSING CENTER ALONG WITH THE PAYMENT COUPON. The address change from below is printed on the back of the payment coupon. If needed it may also be sent along with your payment to the Payment Processing Center at:

222 South Ninth Street, Suite 2700 Minneapolis, MN 55402 . Please do not send any other correspondence to the payment processing center.

CHANGE OF ADDRESS AND/OR NAME
PLEASE FILL IN THE NAME, AGREEMENT NUMBER AND CHECK APPROPRIATE BOX

☐ Name Change Only
☐ Name and Address Change
☐ Address Change Only

Name: ______

Address: ______

Former Name: ______ Address: ______

Agreement Number: ______ City: ______ State ______ Zip Code: ______

PLEASE REFER ALL OTHER CHANGES TO YOUR AGENT. THANK YOU.

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 9, 2026

AGENDA ITEM: Consider approving on-sale liquor license for Pours LLC dba Pinched LLC

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Cari Ann Jaeger, owner/operator of Pours LLC dba Pinched Catering, has submitted an application for an On-sale Liquor License within the City of Grand Rapids. All required documents, insurance and fees have been received.

REQUESTED COUNCIL ACTION:

Make a motion to approve on-sale liquor license for Pours LLC dba Pinched Catering, effective April 1, 2026.

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
1) City issued on sale intoxicating and Sunday liquor licenses
2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Grand Rapids License Period From 3/15/26 To 12/21/26

Circle One: New License License Transfer (former licensee name) Suspension Revocation Cancel (give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee $ 2,500.00 Sunday License fee: $ 200.00 3.2% On Sale fee: $ 150.00 3.2% Off Sale fee: $

Licensee Name Pours LLC (corporation, partnership, LLC, or Individual) DOB [redacted] Social Security # [redacted]

Business Trade Name Pinched LLC Business Address 1220 S. Pokegama Ave Suite 170 City Grand Rapids

Zip Code 55744 County Itasca Business Phone [redacted] Home Phone [redacted]

Home Address [redacted] Licensee's MN Tax ID # [redacted]

Licensee's Federal Tax ID # [redacted]

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Cari Ann Jaeger [redacted] [redacted] [redacted]
Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:
1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees. Please complete the following:

Workers Compensation Insurance Company Name Ram Mutual Policy # [redacted]

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.
City Clerk or County Auditor Signature Date
(title)

On Sale Intoxicating liquor licensees must also purchase a $20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.

(Form 9011-12/09)

State of Minnesota
License Applicant Information

Under Minnesota Law (M.S. 270.72), the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

- This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of revenue delinquent taxes, penalties or interest;
- The licensing agency will supply it only to the Minnesota of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service;
- Failing to supply this information may jeopardize or delay the issuance of your license or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. Do not return this form to the department of revenue.

Please print or type

Liquor
Name of license being applied for and license number

Grand Rapids, Itasca, mn
Licensing authority (name of city, county or state agency issuing license)

License renewal date

Personal Information:

Jaeger
Applicant's last name

[redacted]
Applicant's address

Business information (if applicable):

Pours LLC
Business name

1220 S. Pokegama Ave, Ste. 170, Grand Rapids, mn. 55744
Business address

[redacted] [redacted]
Minnesota tax identification number Federal tax identification number

If a Minnesota tax identification number is not required, please explain on the reverse side of this form.

owner/operator 3/4/26
Signature Title Date

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE Item 10.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		
Chandler Insurance Agency 322 NE 5TH ST GRAND RAPIDS MN 55744	CONTACT NAME: JOE CHANDLER PHONE (A/C, No, Ext): (218) 326-4655 FAX (A/C, No): E-MAIL ADDRESS: jchandler@chandlerinsurancemn.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Union Insurance Company	31143
INSURED	INSURER B :	
Pours LLC 1220 S Pokegama Ave GRAND RAPIDS MN 55744	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	04/01/2026	04/01/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			[redacted]	4/1/26	4/1/27	OCCURANCE/AGGRE	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIQUOR POLICY IS EFFECTIVE UNTIL CANCELLED

CERTIFICATE HOLDER	CANCELLATION
City of Grand Rapids 420 N Pokegama Ave Grand Rapids MN 55744	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 9, 2026

AGENDA ITEM: Consider adopting a resolution accepting a GRPD donation from the Grand Rapids Woodland Bank

PREPARED BY: Police Chief Andy Morgan

BACKGROUND:
On February 10, GRPD hosted sixty-one (61) professionals from all Grand Rapids Banks / Credit Unions to discuss recent case reviews of ATM machines crimes, the constant threat of endless scams, and material focusing on general bank safety. Reviews were overwhelmingly positive.

A week later, area law enforcement was invited to a meet and greet appreciation gathering at Grand Rapids Woodland Bank. Numerous members of Grand Rapids Police Department and Itasca County Sheriffs Department met, networked and socialized with bank personnel. Woodland Bank then presented Grand Rapids Police Department with an unexpected $500 donation.

This donation was unsolicited, unexpected and greatly appreciated. We ask that the Council recognize Woodland's support of GRPD by accepting the $500 donation. These funds will be added to our Public Safety Aid funds. This account supports this agency's technology advancements, which is heavily relied upon for these types of investigations.

Grand Rapids Police Department is blessed to have countless community partners who appreciate and support our work.

Requested council action:

Make a motion to adopt a resolution accepting a GRPD donation from the Grand Rapids Woodland Bank in an amount of $500.

GRAND RAPIDS POLICE DEPARTMENT'S BANK PRESENTATION

Purpose: Review recent local cases with a greater interest of promoting open conversation

- **ATM Jackpotting****
  - Presented by: **Officer Ashley, Officer Bryce, and Investigator Brian**
  - Followed by: **Open dialog**
- **$cams****
  - Presented by: **Officer Shaun**
  - Followed by: **Open dialog**
- **Bank $afety Refresher Course****
  - Presented by**: Chief Andy Morgan**

BLANDIN FOUNDATION

100 N Pokegama Ave

Grand Rapids, MN. 55744

FEBUARY 10TH 2026

2 - Sessions

1-3 p.m.

6-8 p.m.

THANK YOU FOR YOUR PARTNERSHIP

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

RESOLUTION NO. 26-

A RESOLUTION ACCEPTING A $500.00 DONATION FROM GRAND RAPIDS WOODLAND BANK TO THE GRAND RAPIDS POLICE DEPARTMENT

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 donors as follows:

- Grand Rapids Woodland Bank has donated $500.00 to the Grand Rapids Police Department Public Safety Aid funds. This account supports this agency's technology advancements, which is heavily relied upon for these types of investigations.

Adopted this 9th day of March, 2026

____
Tasha Connelly, 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: March 9, 2026

AGENDA ITEM: Conduct a public hearing to consider the vacation of an alley right-of-way in Block 26, Grand Rapids Second Division.

PREPARED BY: Will Richter, Zoning Administrator

BACKGROUND:

Staff will present the attached PowerPoint presentation as background for this item.

REQUESTED COUNCIL ACTION:

Conduct a public hearing to consider the vacation of an alley right-of-way in block 26 of Grand Rapids Second Division.

	Planning Commission Staff Report

Vacation	**Community Development Department**	**Date: 2/5/26**
Statement of Issue:	Consider a recommendation to the City Council regarding the vacation of an alley right-of-way within Block 26, Grand Rapids Second Division.	
Background:	On January 12, the Grand Rapids Economic Development Authority (GREDA) applied requesting the vacation of the following described public right-of-way: ***The North – South alley lying adjacent to Lots 1-12, Block 26, Grand Rapids Second Division, Itasca County, Minnesota.*** This alley ROW is within the site of the former Itasca Farm Service Co-op that is a redevelopment focus for GREDA. Currently, GREDA is pursuing funding to demolish existing structures and prepare the site to market it for 'pad ready' development. The vacation request, if approved, would remove the unimproved right-of-way from the property, providing a clean title to the site to facilitate a potential future sale. The staff review committee have no concerns or objections regarding the petitioned right-of-way vacation. The the staff review committee consists of the Engineering/Public Works Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission – electrical and water department managers. Minnesota Statutes 412.851 governs the procedures for vacating right-of-way (or a portion of) in a statutory city. Under this statue the City Council has the authority to vacate public right-of-way on its own motion or through a petition of the majority of the landowners. The petition presented by GREDA 100% participation of adjacent landowners, and therefore is valid.	
Considerations:	When considering the vacation of public right-of-way, the Planning Commission must make findings of fact based on the attached list of considerations.	
Recommendation:	Staff recommends that the Planning Commissioners visit the site, review the comments submitted by the Review Committee, and review the relevant sections of the Comprehensive Plan. Prior to making a recommendation to the City Council to approve/not approve the vacations, the Planning Commission should make specific	

	findings to support its recommendation and reference those specific findings in their motion to either approve or not approve the right-of-way vacation.
Required Action:	Pass a motion forwarding a recommendation to the City Council for approval or non-approval of the proposed public right-of-way. Example Motion: Motion by _______, second by ________ that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward to the City Council a recommendation to **(approve) (not approve)** the vacation of public rights-of-way described as: ***The North – South alley lying adjacent to Lots 1-12, Block 26, Second Division, Grand Rapids, Itasca County, Minnesota.*** *Contingent on the following stipulation(s):* • ___________________________________.
Attachments:	• Site/Area Maps and Plat • Public Vacation Application/Petition • Staff Review Committee Comments • List of the Planning Commissions Vacation Considerations • Staff presentation

900 NW 4th St – site of the former Itasca Farm Service Co-op

The North – South alley lying adjacent to Lots 1-12, Block 26, Grand Rapids Second Division, Itasca County, Minnesota.

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

Public Vacation Application
Community Development Department
420 North Pokegama Ave.
Grand Rapids, MN 55744
Tel. (218) 326-7601 Fax (218) 326-7621
Web Site: www.cityofgrandrapidsmn.com

General Information:

Grand Rapids Economic Development Authority	
Name of Applicant	Name of Owner (If other than applicant)
420 N Pokegama Ave	
Address	Address
Grand Rapids, MN 55744	
City State Zip	City State Zip
Rob Mattei 218-326-7622	
Business Telephone/e-mail address	Business Telephone/e-mail address

Please check which of the following you are applying for:

☐ Street Vacation ☑ Alley Vacation ☐ Easement Vacation

Provide a legal description of the property to be vacated (for example, the North-South alley adjacent to lots 8-12, block 5, Grand Rapids 5th Division). Attach an exhibit and/or electronic file if the legal description is lengthy.

North - South alley lying adjacent to Lots 1-12, Block 26, Grand Rapids Second Division.

I(we) certify that, to the best of my(our) knowledge, information, and belief, all of the information presented in this application is accurate and complete and includes all required information and submittals, and that I consent to entry upon the subject property by pubic officers, employees, and agents of the City of Grand Rapids wishing to view the site for purposes of processing, evaluating, and deciding upon this application.

Signature(s) of Applicant(s) — Date: 1/12/2026

Signature(s) of Owner(s)-(If other than applicant) — Date

Office Use Only

Date Received______ Certified Complete______ Fee Paid______

Does the boundary of the requested vacation terminate at or abut a public water body: ☐ Yes ☐ No

Planning Commission Recommendation Approved____ Denied____ Meeting Date______

City Council Action Approved____ Denied____ Meeting Date______

Summary of Special Conditions of Approval: __________

Required Submittals:

☐ Application Fee - $505.00 *[1] ☐ Location Map ☐ Petition for Vacation

☐ Proof of Ownership – (a copy of a property tax statement or deed will suffice)

*[1] *The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

Justification of Proposed Vacation: Please answer the following question (attach additional pages if needed). The Planning Commission and City Council will consider these questions and responses, and other issues (see attached list) in making their findings of fact and recommendation on the proposed rezoning.

1. Explain why the proposed vacation would be in the public's best interest. Please refer to the factors being considered by the Planning Commission and City Council that are listed on the final page of this application.
   GREDA is preparing the property on both sides of the platted alley for redevelopment. The alley is not needed for a public purpose and vacating it will facilitate economic development and place additional land on the tax rolls.

Additional Instructions:

Prior to submitting your Petition for Vacation, you will need to arrange for one or more preliminary meetings with the Director of Community Development. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

Findings for Approval:

The Planning Commission, in formulating its recommendation, and the City Council, in support of its action will make findings of fact based on their responses to the following list of considerations:

- Is the street right-of-way needed for traffic purposes?
- Is the street right-of-way needed for pedestrian purposes?
- Is the street right-of-way needed for utility purposes?
- Would vacating the street right-of-way place additional land on the tax rolls?
- Would vacating the street right-of-way facilitate economic development in the City?

In cases where a street/alley or public right–of-way is adjacent to a public water (lake or river), the City will also give consideration to comments submitted by the Minnesota Department of Natural Resources.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Complete applications shall be submitted to the Community Development Department one month prior to the Planning Commission's review of the vacation. More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.

Petition for Vacation

PETITION FOR VACATION OF (PART OF) N/S ALLEY, BLOCK 26 G.R. SECOND. (STREET/ALLEY/EASEMENT) IN THE CITY OF GRAND RAPIDS.

To the City Council of Grand Rapids, Minnesota:

The undersigned, a majority of the owners of property as set forth opposite their respective names, abutting on N/S ALLEY, BLK 26 G.R. SECOND (Street/Alley/Easement), respectfully petition the City Council to vacate the aforesaid (part of) N/S ALLEY, BLK 26 G.R. SECOND (Street/Alley/Easement).

Names (If not owner, describe nature of the interest in this property)	Description of Property
GRAND RAPIDS EDA [signature]	LOTS 1-12, BLK 26 G.R. SECOND.

Received on the 6 day of January, 2026

[signature]
City Clerk

*This petition must be signed by at least **FIFTY PERCENT (50%)** of the property owners, or those with property interests abutting the property (street, alley or easement) to be vacated. Please provide the appropriate number of names and addresses and signatures, as needed to meet this requirement (attach additional sheet if necessary).*

From: Travis Cole
To: Will Richter; Julie Kennedy; Andy Morgan; Matt Wegwerth, PE
Cc: Steve Mattson; Chad M. Troumbly
Subject: Re: Vacation request - alley ROW, Block 26, Grand Rapids Second Division
Date: Tuesday, January 13, 2026 3:45:50 PM

No issues from the Grand Rapids Fire Department.

Get Outlook for iOS

From: Will Richter <wrichter@grandrapidsmn.gov>
Sent: Monday, January 12, 2026 8:14:58 AM
To: Travis Cole <tcole@grandrapidsmn.gov>; Julie Kennedy <jakennedy@grpuc.org>; Andy Morgan <amorgan@grandrapidsmn.gov>; Matt Wegwerth, PE <mwegwerth@grandrapidsmn.gov>
Cc: Steve Mattson <srmattson@grpuc.org>; Chad M. Troumbly <cmtroumbly@grandrapidsmn.gov>
Subject: Vacation request - alley ROW, Block 26, Grand Rapids Second Division

All;

Please review the attached memo regarding a vacation request at the site of the former Itasca Farm Service Co-op and provide comment.

Thank you,

Will Richter | Zoning Administrator

City of Grand Rapids
wrichter@grandrapidsmn.gov
cityofgrandrapidsmn.com
Office: 218-326-7650 • Fax: 218-326-7621

420 N Pokegama Ave. • Grand Rapids • MN • 55744-2662

From: Andy Morgan
To: Will Richter
Subject: Re: Vacation request - alley ROW, Block 26, Grand Rapids Second Division
Date: Monday, January 12, 2026 8:36:52 AM

Law enforcement sees no issue

Get Outlook for iOS

From: Will Richter <wrichter@grandrapidsmn.gov>
Sent: Monday, January 12, 2026 8:14:58 AM
To: Travis Cole <tcole@grandrapidsmn.gov>; Julie Kennedy <jakennedy@grpuc.org>; Andy Morgan <amorgan@grandrapidsmn.gov>; Matt Wegwerth, PE <mwegwerth@grandrapidsmn.gov>
Cc: Steve Mattson <srmattson@grpuc.org>; Chad M. Troumbly <cmtroumbly@grandrapidsmn.gov>
Subject: Vacation request - alley ROW, Block 26, Grand Rapids Second Division

All;

Please review the attached memo regarding a vacation request at the site of the former Itasca Farm Service Co-op and provide comment.

Thank you,

Will Richter | Zoning Administrator

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wrichter@grandrapidsmn.gov
cityofgrandrapidsmn.com
Office: 218-326-7650 • Fax: 218-326-7621

420 N Pokegama Ave. • Grand Rapids • MN • 55744-2662

From: Matt Wegwerth, PE
To: Will Richter
Cc: Rob Mattei
Subject: RE: Vacation request - alley ROW, Block 26, Grand Rapids Second Division
Date: Monday, January 12, 2026 10:15:30 AM

No concerns from Public Works.

Matt Wegwerth | Public Works Director / City Engineer

City of Grand Rapids
mwegwerth@grandrapidsmn.gov
cityofgrandrapidsmn.com
Office: 218-326-7625 • Fax: 218-326-7621

420 North Pokegama Avenue • Grand Rapids • MN • 55744-2662

From: Will Richter <wrichter@grandrapidsmn.gov>
Sent: Monday, January 12, 2026 8:15 AM
To: Travis Cole <tcole@grandrapidsmn.gov>; Julie Kennedy <jakennedy@grpuc.org>; Andy Morgan <amorgan@grandrapidsmn.gov>; Matt Wegwerth, PE <mwegwerth@grandrapidsmn.gov>
Cc: Steve Mattson <srmattson@grpuc.org>; Chad M. Troumbly <cmtroumbly@grandrapidsmn.gov>
Subject: Vacation request - alley ROW, Block 26, Grand Rapids Second Division

All;

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Thank you,

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wrichter@grandrapidsmn.gov
cityofgrandrapidsmn.com
Office: 218-326-7650 • Fax: 218-326-7621

420 N Pokegama Ave. • Grand Rapids • MN • 55744-2662

From: Chad Troumbly
To: Will Richter; Julie Kennedy
Cc: Steve Mattson
Subject: RE: Vacation request - alley ROW, Block 26, Grand Rapids Second Division
Date: Monday, January 12, 2026 3:59:50 PM
Attachments: image002.png

Will,

I do not see any issues with the alley.

I am more concerned with the primary underground (green). The secondary (purple) on the east side does not go anywhere; the meters have been removed but the west side is energized.
A future meeting on power would be valuable.

Chad Troumbly | Electric Department Manager
Grand Rapids Public Utilities
500 SE 4th St. | Grand Rapids, MN 55744
W: 218-326-7182 | M: 218-256-9753 | F: 218-326-7499
grpuc.org |"GRPUC – Service is Our Nature"

GRAND RAPIDS PUBLIC UTILITIES
Service is Our Nature

From: Will Richter <wrichter@grandrapidsmn.gov>
Sent: Monday, January 12, 2026 8:15 AM
To: Travis Cole <tcole@grandrapidsmn.gov>; Julie Kennedy <jakennedy@grpuc.org>; Andy Morgan <amorgan@grandrapidsmn.gov>; Matt Wegwerth <mwegwerth@grandrapidsmn.gov>
Cc: Steve R. Mattson <srmattson@grpuc.org>; Chad M. Troumbly <cmtroumbly@grandrapidsmn.gov>

Subject: Vacation request - alley ROW, Block 26, Grand Rapids Second Division

All;

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Thank you,

Will Richter | Zoning Administrator

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wrichter@grandrapidsmn.gov
cityofgrandrapidsmn.com
Office: 218-326-7650 • Fax: 218-326-7621

420 N Pokegama Ave. • Grand Rapids • MN • 55744-2662

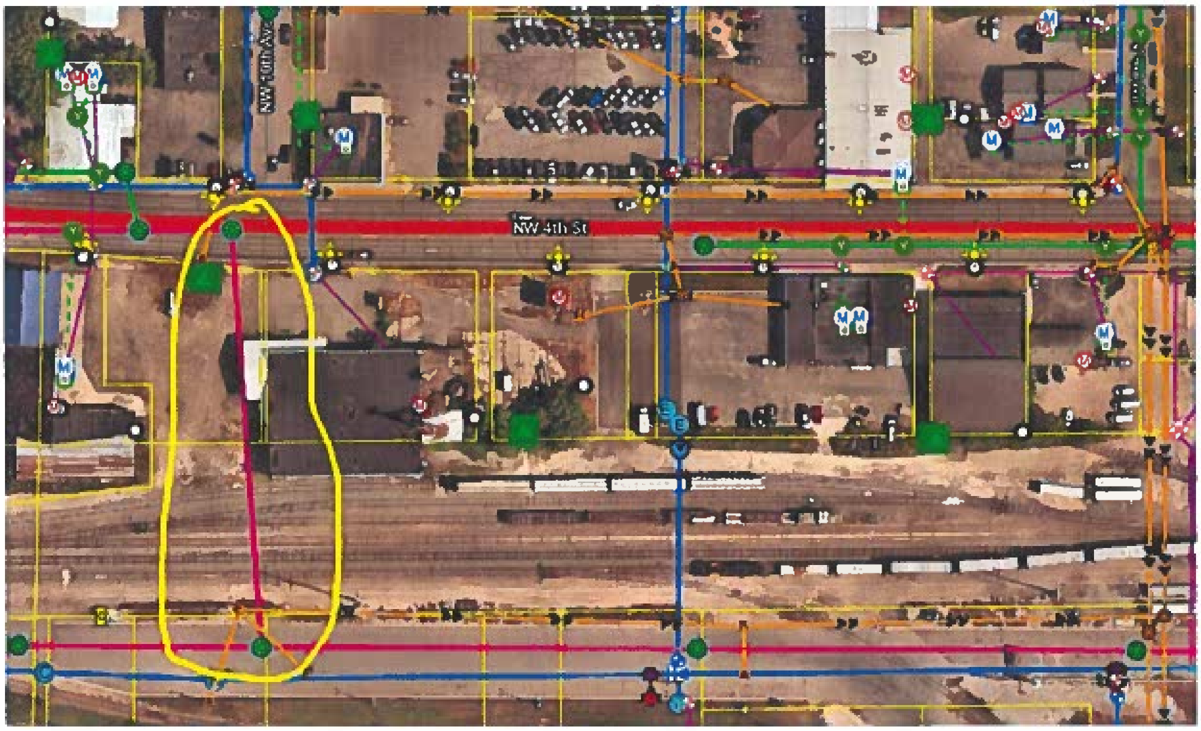
NOTICE

My email address has changed to wrichter@grandrapidsmn.gov. Please update your contact info.

From: Steve R. Mattson
To: Will Richter; Travis Cole; Julie Kennedy; Andy Morgan; Matt Wegwerth, PE
Cc: Chad M. Troumbly
Subject: RE: Vacation request - alley ROW, Block 26, Grand Rapids Second Division
Date: Monday, January 12, 2026 4:04:46 PM
Attachments: image001.png

Will,

GRPU Water/Sewer does not have any issues with proposed vacation request. However, we do want to note that there is a sanitary sewer line to the west of the current building (see below).



Steve Mattson | Water/Wastewater Department Manager
Grand Rapids Public Utilities
500 SE 4th St. | Grand Rapids, MN 55744
W: 218-326-7195 | M: 218-244-5092 | F: 218-326-7499
grpuc.org |"GRPUC – Service is Our Nature"

GRAND RAPIDS PUBLIC UTILITIES
Service is Our Nature

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Sent: Monday, January 12, 2026 8:15 AM
To: Travis Cole <tcole@grandrapidsmn.gov>; Julie Kennedy <jakennedy@grpuc.org>; Andy Morgan <amorgan@grandrapidsmn.gov>; Matt Wegwerth <mwegwerth@grandrapidsmn.gov>
Cc: Steve R. Mattson <srmattson@grpuc.org>; Chad M. Troumbly <cmtroumbly@grandrapidsmn.gov>
Subject: Vacation request - alley ROW, Block 26, Grand Rapids Second Division

All;

Please review the attached memo regarding a vacation request at the site of the former Itasca Farm Service Co-op and provide comment.

Thank you,

Will Richter | Zoning Administrator

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wrichter@grandrapidsmn.gov
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420 N Pokegama Ave. • Grand Rapids • MN • 55744-2662

*****NOTICE*****

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PLANNING COMMISSION

Considerations

RIGHT-OF-WAY VACATIONS

1. Is the right-of-way needed for traffic purposes?
Why/Why not?

2. Is the right-of-way needed for pedestrian purposes?
Why/Why not?

3. Is the right-of-way needed for utility purposes?
Why/Why not?

4. Would vacating the right-of-way place additional land on the tax rolls?
Why/Why not?

5. Would vacating the right-of-way facilitate economic development in the City?
Why/Why not?

Public Vacation Request

Platted Alley ROW

Block 26, Grand Rapids Second Division

March 9, 2026

Public Vacation Request

Key Points about the Public Vacation:

- Subject area is a platted alley ROW (unimproved)
- Petitioner is trying to establish clean title of the site for future sale / redevelopment
- Request has undergone staff and committee review
- Not needed for a public purpose

Public Vacation Request

- Petitioner: Grand Rapids Economic Development Authority
- Filing Date: January 12, 2026
- Requested Vacation: platted alley ROW

  Petitioner's Stated Reason for Request: If approved, the vacation would remove the unimproved right-of-way from the property, providing a clean title to the site for potential future sale.
- Legally Described Vacation Request:

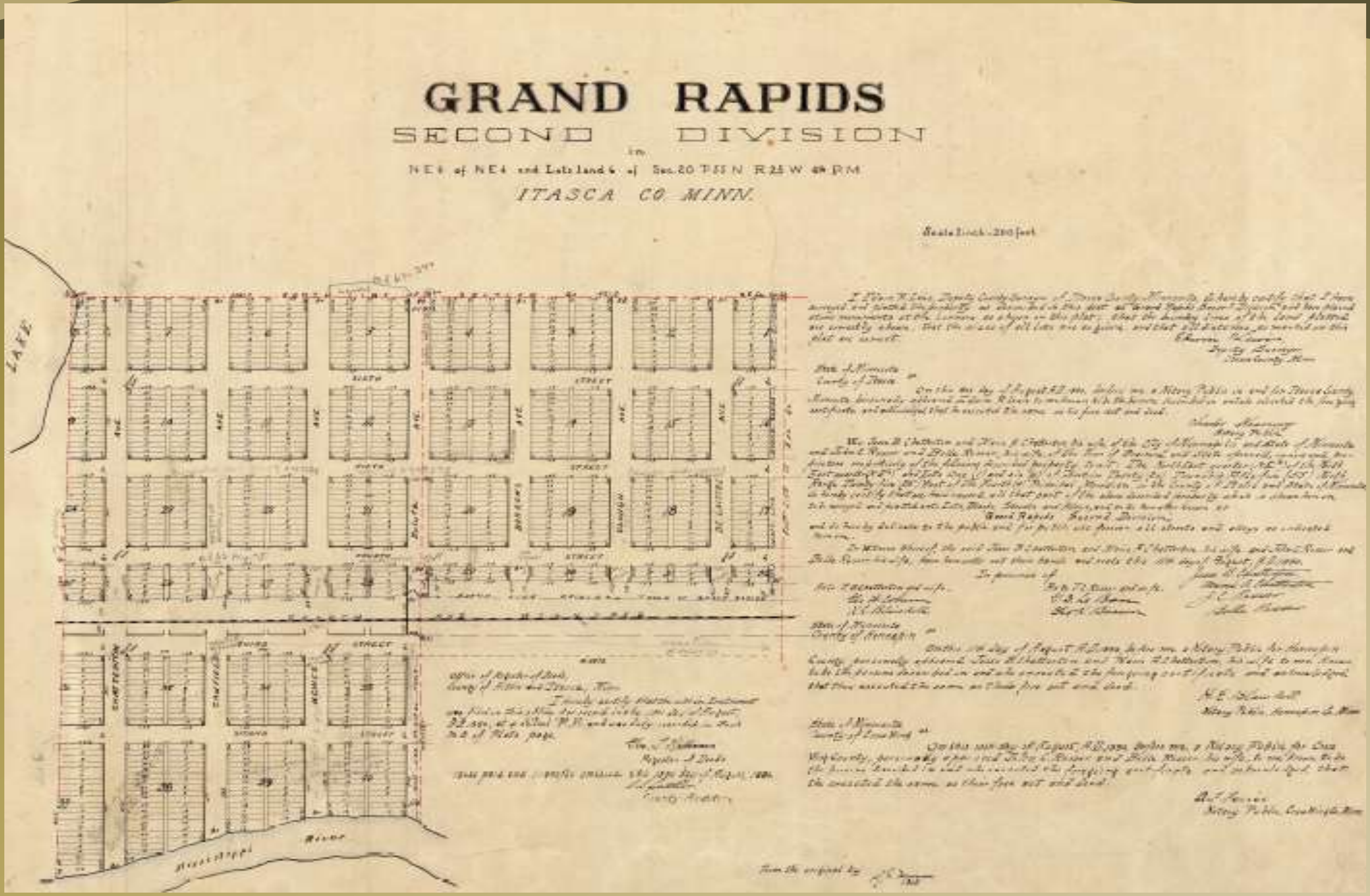
  The North – South alley lying adjacent to Lots 1-12, Block 26, Grand Rapids Second Division, Itasca County, Minnesota.

*Physical address: 900 NW 4th St. (site of former Itasca Farm Service Co-op)

Public Vacation Request

Grand Rapids Second Division

- **Platted 1890**
- **Unimproved**



Public Vacation Request

Public Vacation Request

Subject area:

- ROW in red.

Public Vacation Request

Subject area:

- **Utilities, easements, and vacations in the area**

Public Vacation Request

Staff Review Committee:

- Staff review committee consists of: Engineering/Public Works Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission.

- No issues/concerns with vacating - the alley right-of-way is not needed for a public purpose.

Public Vacation Request

Planning Commission Considerations:

PLANNING COMMISSION

Considerations

RIGHT-OF-WAY VACATIONS

1. Is the right-of-way needed for traffic purposes?
Why/Why not?

2. Is the right-of-way needed for pedestrian purposes?
Why/Why not?

3. Is the right-of-way needed for utility purposes?
Why/Why not?

4. Would vacating the right-of-way place additional land on the tax rolls?
Why/Why not?

5. Would vacating the right-of-way facilitate economic development in the City?
Why/Why not?

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

Public Vacation Request

Planning Commission Recommendation / Findings:

- The right-of-way is not needed for traffic purposes.
- The right-of-way is not needed for pedestrian purposes,
- The right-of-way is not needed for utility purposes.
- Vacating the right-of-way will lead to putting additional land on the tax rolls.
- Vacating the right-of-way will allow the Grand Rapids Economic Development Authority to eliminate blight and improve the property for redevelopment.

Questions?

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 9, 2026

AGENDA ITEM: Consider the adoption of a resolution approving the vacation of an alley right-of-way within Block 26, Grand Rapids Second Division.

PREPARED BY: Will Richter, Zoning Administrator

BACKGROUND:

After holding a public hearing, the City Council considers the public testimony received and reviews the Planning Commission recommendation.

The Council can accept the recommendation of the Planning Commission and adopt the staff prepared resolution included in the Agenda Packet or make its own findings to support approving or denying the petitioned vacation of the described alley right-of-way.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving a resolution approving the vacation of an alley right-of-way within Block 26, Grand Rapids Second Division.

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

RESOLUTION NO. 26-__

A RESOLUTION VACATING A PLATTED ALLEY RIGHT-OF-WAY WITHIN THE PLAT OF GRAND RAPIDS SECOND DIVISION

WHEREAS, the City Planning Commission, at a regular meeting on February 5, 2026, reviewed the vacation request for an alley right-of-way, described as:

The North – South alley lying adjacent to Lots 1-12, Block 26, Grand Rapids Second Division, Itasca County, Minnesota.

WHEREAS, the Planning Commission found the vacation to be in the best interest of public health, safety, and general welfare; and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the requested vacation; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided; and

WHEREAS, the Grand Rapids City Council conducted a public hearing on March 9, 2026, to consider the vacation of the public right-of-way described above; and

WHEREAS, all persons who wished to voice their opinion in regard to the above-mentioned vacation were allowed to be heard; and

WHEREAS, it appears that it will be in the best interest of the City to approve such petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does concur with the Planning Commission's findings that the vacation is in the best interest of the public's health, safety, and general welfare, and hereby vacate the above-described public right-of-way based on the following findings of fact:

- The rights-of-way <u>is not needed</u> for traffic purposes.
- The right-of-way <u>is not needed</u> for pedestrian purposes.
- The right-of-way <u>is not needed</u> for utility purposes.
- Vacating the right-of-way <u>will</u> lead to placing additional land on the tax rolls.
- Vacating the right-of-way <u>will</u> allow the Grand Rapids Economic Development Authority to eliminate blight and improve the property for redevelopment.

AND BE IT FURTHER RESOLVED, that:

1. The City Council directs City Staff to submit a copy of this resolution to the Itasca County Assessor, Itasca County Auditor, and Itasca County Recorder.

Adopted by the Council this 9th day of March 2026.

____
Tasha Connelly, Mayor

ATTEST:

____
Kim 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.