



GRAND RAPIDS CITY COUNCIL

MEETING AGENDA

Monday, June 14, 2021
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, June 14, 2021 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENTATIONS/PROCLAMATIONS:

- Proclamation commemorating Juneteenth

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

- Consider approving minutes for May 24, 2021 Closed & Regular Meetings

VERIFIED CLAIMS:

- Consider approving the verified claims for May 18, 2021 – June 7, 2021 in the total amount of \$1,119,508.47

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

1. Temporary liquor permit for Itasca Waters event on August 6, 2021
2. Accept resignations from part-time Hospital Security Officers and authorize City staff to begin the process of filling the vacancies
3. Approve contract with Langhorne Slim for performance at Grand Rapids Riverfest
4. Temporary liquor permits for MacRostie Art Center for six (6) 2021 First Friday events
5. Approve special permit for use and possession of firearm for MN Mounted Shooting Assoc.
6. Approve amendments to 2021 Pay Range for part-time, seasonal and temporary employees
7. Approve Change orders related to new Fire Hall project
8. Adopt a resolution supporting application for funding by D.W. Jones for the acquisition/rehabilitation of Oakwood Terrace I, II and III as affordable family housing
9. Adopt a resolution accepting State of Minnesota grant and authorize signatures for GPZ Apron Lighting project
10. Accept low quote from Casper Construction for Linda Lane ditching project

11. Approve amendment #2 with State of MN Maintenance & Operations Contract for GPZ Airport
12. Approve disposal of assets between \$700-\$4,999 no longer working or obsolete
13. Adopt a resolution accepting \$6,222 grant from Enbridge Inc. for the Fire Department
14. Approve disposal of fixed assets no longer working or obsolete
15. Approve Paul Bunyan Communications for connectivity at new Fire Hall
16. Approve quote and award air conditioner project for the GPZ Airport to Rapids Plumbing for a total amount of \$8,930.00

SET REGULAR AGENDA: *(Motion to set the agenda, including any changes or additions)*

ADMINISTRATION:

17. Consider appointing Amanda Watkins to the position of Public Services Clerk I at the Grand Rapids Area Library
18. Consider appointing Shawn Graeber and Lance Kuschel to the positions of Rental Inspector/Firefighter with the Grand Rapids Fire Department

COMMUNITY DEVELOPMENT:

19. Consider adopting a revised resolution authorizing a grant application to the US EDA for the Grand Rapids/Cohasset Industrial Park Infrastructure Project

ENGINEERING/PUBLIC WORKS:

20. Consider approving a Cooperative Construction Agreement with Itasca County for 5th Street North

FINANCE:

21. Consider adopting a resolution awarding the sale of the \$6,255,000 General Obligation Bonds, Series 2021B

ADJOURNMENT:

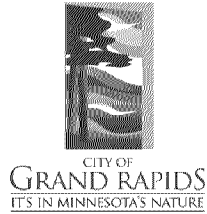
NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 28, 2021, AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk

ITEM # Proclamation



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Proclamation to Commemorate Juneteenth
PREPARED BY: Kim Gibeau

BACKGROUND:

June 19, 1866 is Black Independence Day and the City of Grand Rapids recognizes Juneteenth in the City of Grand Rapids.

ATTACHMENTS:

Proclamation to commemorate Juneteenth

PROCLAMATION

A PROCLAMATION COMMEMORATING JUNETEENTH

WHEREAS, Juneteenth is the oldest celebration of the emancipation of African-American slaves, and is so named for the June 19, 1866 adoption of Black Independence Day in Galveston, Texas; and

WHEREAS, news of the end of slavery did not reach the frontier areas of the United States until months after the conclusion of the Civil War, more than 2 ½ years after President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863;

WHEREAS, Juneteenth celebrates America's commitment to liberty and equality in accordance with the Constitution of the United States; and

WHEREAS, Juneteenth Independence Day began as a holiday in the State of Texas and is now celebrated in 47 States and the District of Columbia as a special day of observance in recognition of the emancipation of all slaves in the United States; and

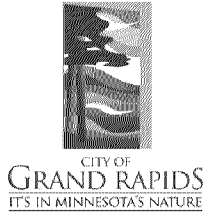
WHEREAS, the faith and strength of character demonstrated by former slaves and the descendants of former slaves remain an example for all people of the United States, regardless of background, religion, or race; and

WHEREAS, in the GROW Grand Rapids 2040 Comprehensive Plan, a comprehensive system of community values and guiding principles were identified describing what is right, good and desirable and provides a foundation for making Grand Rapids a positive place to live for ALL people;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, recognizes the historical significance of Juneteenth Independence Day and supports the continued nationwide celebration of Juneteenth to provide an opportunity for the people of the United States to learn more about the past and to better understand the experiences that have shaped our collective histories.

IN WITNESS WHEREOF, I have hereto
Subscribed my name and seal of the
City of Grand Rapids, Minnesota, this 14th
Day of June, Two thousand and twenty-
one.

Dale Christy, Mayor
City of Grand Rapids



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021

AGENDA ITEM: Consider approving Council minutes for Monday, May 24, 2021 Closed and Regular meetings.

PREPARED BY: Kim Gibeau

BACKGROUND:

Draft minutes for Council Closed and Regular meetings are attached for your review.

ATTACHMENTS: May 24, 2021 Closed and Regular meeting minutes

REQUESTED COUNCIL ACTION:

Make a motion approving Council minutes for Monday, May 24, 2021 Closed and Regular meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Final City Council

Monday, May 24, 2021

4:30 PM

City Hall Council Chambers

CLOSED MEETING

CALL TO ORDER: Pursuant to due notice and call thereof a Closed Meeting of the Grand Rapids City Council was held on Monday, May 24, 2021 at 4:30 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 4 - Mayor Dale Christy
Councilor Dale Adams
Councilor Tasha Connelly
Councilor Michelle Toven

Absent 1 - Councilor Rick Blake

Others present:

Tom Pagel, Chad Sterle, Rob Mattei, Matt Wegwerth, Kimberly Gibeau, Bob ? LMC

Conduct a closed meeting to discuss pending or threatened litigation pursuant to Minn. Stat. 13D.03

Mayor Christy stated the reason for the closed session.

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Adams, to close the meeting. The motion PASSED by unanimous vote.

Background information provided by Attorney Chad Sterle.

A motion was made by Councilor Dale Adams, second by Councilor Tasha Connelly, to close the closed meeting. The motion PASSED by unanimous vote.

ADJOURNMENT

There being no further business, the meeting adjourned at 5:15 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Final City Council

Monday, May 24, 2021

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, May 24, 2021 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 4 - Mayor Dale Christy
Councilor Dale Adams
Councilor Tasha Connelly
Councilor Michelle Toven

Absent 1 - Councilor Rick Blake

Staff present:

Tom Pagel, Chad Sterle, Rob Mattei, Diane Larson, Barb Baird, Will Richter, Eric Trast, Erik Scott, Jeff Carlson, Steve Schaar

MEETING PROTOCOL POLICY

PUBLIC FORUM

None.

COUNCIL REPORTS

None.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, May 10, 2021 Worksession and Regular meetings

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to approve Council minutes as presented. The motion PASSED by unanimous vote.

VERIFIED CLAIMS

Consider approving the verified claims for the period May 4, 2021 to May 17, 2021 in the total amount of \$1,301,289.55.

A motion was made by Councilor Dale Adams, second by Councilor Tasha

Connelly, to approve the verified claims as presented. The motion carried by the following vote.

Aye 4 - Mayor Dale Christy
Councilor Dale Adams
Councilor Tasha Connelly
Councilor Michelle Toven

Consider approving payment to Nicholas Wourms for performing taps on Memorial Day.

A motion was made by Councilor Dale Adams, second by Councilor Michelle Toven, to approve payment to Nicholas Wourms for performing Taps at Memorial Day remembrance. The motion carried by the following vote.

Aye 4 - Mayor Dale Christy
Councilor Dale Adams
Councilor Tasha Connelly
Councilor Michelle Toven

CONSENT AGENDA

1. Consider adopting a Resolution authorizing the execution of a Limited Use Permit amendment for CP 2015-3, Highway 2 West Trail
Adopted Resolution 21-41 by consent roll call
2. Consider adopting a resolution approving LG214 Premises Permit application for Grand Rapids Amateur Hockey Association
Adopted Resolution 21-42 by consent roll call
3. Consider approving additions to the Public Works Part-Time Eligibility List for the 2021 Spring/Summer Maintenance Season.
Adopted by consent roll call
4. Consider accepting the resignation of Brielle Carlson from the Human Rights Commission and authorize filling the vacancy
Approved by consent roll call
5. Consider approving a quote from Gartner Refrigeration and Temperature Controls to install and integrate with existing system, door access control at new Fire Hall and addition to Domestic Animal Control Facility.
Approved by consent roll call
6. Consider approving a resolution authorizing host approval and consent to the issuance by the City of International Falls, MN of revenue notes or other obligations on behalf of Northland Counseling Center, Inc., and calling for a public hearing on June 28, 2021 at or after 5:30p.m.
Adopted Resolution 21-43 by consent roll call

7. Consider re-hiring Mary Corwin on a temporary basis through Personnel Dynamics.
Approved by consent roll call
8. Consider adopting a resolution rescinding Resolution 20-52
Adopted Resolution 21-44 by consent roll call
9. Consider an Early Retirement Incentive Program (ERIP).
Approved by consent roll call
10. Consider approving contracts related to Grand Rapids Riverfest
Approved by consent roll call
11. Consider entering into a six month service agreement with Paul Bunyan Communications and establish an internet connection at the Domestic Animal Control Facility.
Approved by consent roll call
- 11a. Consider entering into a six month service agreement with Paul Bunyan Communications and establish a supplemental internet connection for the city network.
Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Michelle Toven, second by Councilor Dale Adams, approving the Consent agenda as amended. The motion carried by the following vote

Aye 4 - Mayor Dale Christy
Councilor Dale Adams
Councilor Tasha Connelly
Councilor Michelle Toven

SETTING OF REGULAR AGENDA

A motion was made by Councilor Dale Adams, second by Councilor Michelle Toven, to approve the Regular agenda as presented. The motion PASSED by unanimous vote.

ACKNOWLEDGE BOARDS & COMMISSIONS

12. Review and acknowledge minutes for Boards & Commissions
Acknowledge Boards and Commissions

DEPARTMENT HEAD REPORT

13. Engineering / Public Works Department Head Report - Matt Wegwerth, Public Works Director/City Engineer
- Director of Public Works/Engineering, Matt Wegwerth, provides overview of department staff, activities and future projects.*
- Received and Filed**

ENGINEERING\PUBLIC WORKS

14. Consider awarding a contract for AP 2021-3 Ramp Lighting Project at the GPZ Airport
- A motion was made by Councilor Michelle Toven, second by Councilor Dale Adams, to award a contract for AP 2021-3 Ramp Lighting Project at GPZ Airport. The motion carried by the following vote.**
- Aye** 4 - Mayor Dale Christy
Councilor Dale Adams
Councilor Tasha Connelly
Councilor Michelle Toven
15. Consider approving the purchase of tax forfeit parcels 91-620-0230 and 91-585-4106
- A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, approving purchase of tax forfeit parcels 91-620-0230 & 91-585-4106. The motion carried by the following vote.**
- Aye** 4 - Mayor Dale Christy
Councilor Dale Adams
Councilor Tasha Connelly
Councilor Michelle Toven
16. Consider approving the purchase of tax forfeit parcel 91-425-2330
- Upon purchase, the City intends to transfer this property to GREDA for marketing and sale. Request Council to approve purchase and transfer of property at this time.*
- A motion was made by Councilor Dale Adams, second by Councilor Tasha Connelly, approving purchase of tax forfeit parcel 91-425-2330 and approve transfer of property to the Grand Rapids Economic Development Authority. The motion carried by the following vote.**
- Aye** 4 - Mayor Dale Christy
Councilor Dale Adams
Councilor Tasha Connelly
Councilor Michelle Toven

PUBLIC HEARING

20. Conduct a public hearing to consider the vacation of platted alley right-of-way within Houghton's Addition to Grand Rapids.
- Director of Community Development, Rob Mattei, presents background related to vacation request.*

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to open the public hearing. The motion PASSED by unanimous vote.

Mayor Christy notes the reason for the public hearing and Clerk Gibeau stated that all notices have been made and no correspondence was received regarding this matter.

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

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Adams, to close the public hearing. The motion PASSED by unanimous vote.

COMMUNITY DEVELOPMENT

21. Consider the adoption of a resolution either approving or denying the vacation of platted alley right-of-way within Houghton's Addition to Grand Rapids.

A motion was made by Councilor Dale Adams, second by Councilor Tasha Connelly, adopting Resolution 21-45, approving vacation of platted alley right of way with Houghton's Addition. The motion carried by the following vote.

Aye 4 - Mayor Dale Christy
Councilor Dale Adams
Councilor Tasha Connelly
Councilor Michelle Toven

PUBLIC HEARING

22. Conduct a public hearing to consider the rezoning of 1.05 acres of land from R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density).

Rob Mattei provides background information for rezone request.

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to open the public hearing. The motion PASSED by unanimous vote.

Mayor Christy notes the reason for the public hearing and Clerk Gibeau stated that all notices have been made and no correspondence was received regarding this matter.

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

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to close the public hearing. The motion PASSED by unanimous vote.

COMMUNITY DEVELOPMENT

23. Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map, by rezoning 1.05 acres of land from R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density).

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Adams, adopting City Ordinance 12-05-05, approving property rezone. The motion carried by the following vote.

Aye 4 - Mayor Dale Christy
Councilor Dale Adams
Councilor Tasha Connelly
Councilor Michelle Toven

GOLF COURSE

17. Consider adopting a resolution to accept Gesme Golf Donation

A motion was made by Councilor Michelle Toven, second by Councilor Dale Adams, adopting Resolution 21-46, accepting donation from Tiffany & Andrew Gesme in the amount of \$83,400. The motion carried by the following vote.

Aye 4 - Mayor Dale Christy
Councilor Dale Adams
Councilor Tasha Connelly
Councilor Michelle Toven

18. Consider purchasing two Trackman 4 FlexCage Simulators

A motion was made by Councilor Dale Adams, second by Councilor Tasha Connelly, approving purchase of Trackman 4 for the golf course. The motion carried by the following vote.

Aye 4 - Mayor Dale Christy
Councilor Dale Adams
Councilor Tasha Connelly
Councilor Michelle Toven

COUNCIL

19. Consider appointments to Police Community Advisory Board

Mayor Christy recommended appointment of Pam Dowell, John Nalan, Jackie Dowell and Megan Phillips to the PCA Board, terms to expire December 31, 2023.

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to approve appointments to the PCA Board as recommended by Mayor Christy. The motion PASSED by unanimous vote.

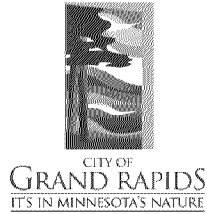
ADJOURNMENT

There being no further business, the meeting adjourned at 6:10 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

ITEM # Verified Claims



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider approving the verified claims for the period May 18, 2021 to June 7, 2021 in the total amount of \$1,119,508.47.
PREPARED BY: Laura Pfeifer

BACKGROUND:

N/A

ATTACHMENTS:

June 14, 2021 Council Bill List

REQUESTED COUNCIL ACTION:

Make a motion approving the verified claims for the period May 18, 2021 to June 7, 2021 in the total amount of \$1,119,508.47.

DATE: 06/10/2021
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/14/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
0500050	E3 CONSULTING SERVICES	-170.38
1309335	MINNESOTA REVENUE	170.38
TOTAL		0.00
CITY WIDE		
0221650	BURGGRAF'S ACE HARDWARE	7.99
1309091	SUPERONE FOODS SOUTH	72.97
1325450	REIF ARTS COUNCIL	2,000.00
1421155	NUCH'S IN THE CORNER	15.00
1805195	REDPATH AND COMPANY, LTD	10,582.08
1901535	SANDSTROM'S INC	324.35
TOTAL CITY WIDE		13,002.39
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	148.70
1215630	LOREN SOLBERG CONSULTING, LLC	2,525.12
1301020	MADDEN GALANTER HANSEN, LLP	237.87
TOTAL ADMINISTRATION		2,911.69
BUILDING MAINTENANCE-CITY HALL		
0118100	ARAMARK UNIFORM & CAREER	105.80
0221650	BURGGRAF'S ACE HARDWARE	90.95
0315455	COLE HARDWARE INC	139.28
0920060	ITASCA COUNTY TREASURER	1,961.61
1821700	MICHAEL RUSSELL	490.00
1901535	SANDSTROM'S INC	106.81
TOTAL BUILDING MAINTENANCE-CITY HALL		2,894.45
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	74.75
0920060	ITASCA COUNTY TREASURER	104.01
1415377	NORTHERN BUSINESS PRODUCTS INC	139.98
TOTAL COMMUNITY DEVELOPMENT		318.74
FINANCE		
1805195	REDPATH AND COMPANY, LTD	24,681.05

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/14/2021

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FINANCE		
	TOTAL FINANCE	24,681.05
FIRE		
0401804	DAVIS OIL INC	978.12
0513231	EMERGENCY APPARATUS	9,251.83
0601690	FASTENAL COMPANY	109.00
0920060	ITASCA COUNTY TREASURER	69.21
0920450	ITL PATCH COMPANY, INC	1,935.00
1200500	L&M SUPPLY	43.66
1309090	SUPERONE FOODS NORTH	39.96
1618565	PRO HYDRO-TESTING, LLC	1,700.00
1908248	SHERWIN-WILLIAMS	492.63
2215600	VOLUNTEER FIREMANS BENEFIT	425.00
2301906	WAYNES AUTOMOTIVE	1,175.20
	TOTAL FIRE	16,219.61
INFORMATION TECHNOLOGY		
0500050	E3 CONSULTING SERVICES	681.50
	TOTAL INFORMATION TECHNOLOGY	681.50
PUBLIC WORKS		
0103325	ACHESON TIRE INC	215.00
0121721	AUTO VALUE - GRAND RAPIDS	55.72
0205090	BEACON ATHLETICS LLC	254.00
0212553	BLOOMERS GARDEN CENTER	307.54
0221650	BURGGRAF'S ACE HARDWARE	553.75
0301685	CARQUEST AUTO PARTS	30.16
0315455	COLE HARDWARE INC	237.46
0401425	DAKOTA SUPPLY GROUP	14.61
0401804	DAVIS OIL INC	807.44
0409125	DIAMOND VOGEL	5,217.20
0409730	DIVERSIFIED INSPECTIONS INC	409.75
0421125	JOHN P DUBOVICH	918.00
0501650	EARL F ANDERSEN	188.30
0518366	ERICKSON'S ITASCA LUMBER INC	2,799.15
0601690	FASTENAL COMPANY	60.00
0920060	ITASCA COUNTY TREASURER	738.55
1200500	L&M SUPPLY	613.94
1205110	LEASE LANDSCAPING INC	946.30
1221155	LUCKEN AUTO TRUCK PARTS	420.00

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INVOICES DUE ON/BEFORE 06/14/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1301720	MATCO TOOLS	9,444.75
1303039	MCCOY CONSTRUCTION & FORESTRY	44.19
1309355	MINNESOTA TORO	1,031.94
1415535	NORTHLAND MACHINES	23.70
1421155	NUCH'S IN THE CORNER	14.50
1621125	PUBLIC UTILITIES COMMISSION	15,460.43
1800140	RC RENTALS LLC	75.00
1801899	RAYS SPORT & CYCLE	333.16
1821250	RUFFRIDGE-JOHNSON EQUIP CO	453.65
1916550	SPOHN RANCH, INC	4,544.85
1920555	STOKES PRINTING & OFFICE	52.74
2000522	TNT CONSTRUCTION GROUP, LLC	4,590.00
TOTAL PUBLIC WORKS		50,855.78
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	254.13
0315455	COLE HARDWARE INC	31.97
0409730	DIVERSIFIED INSPECTIONS INC	968.88
0920060	ITASCA COUNTY TREASURER	67.59
1801615	RAPIDS WELDING SUPPLY INC	23.53
TOTAL FLEET MAINTENANCE		1,346.10
POLICE		
0103325	ACHESON TIRE INC	520.80
0205725	BETZ EXTINGUISHER COMPANY	20.00
0301685	CARQUEST AUTO PARTS	160.25
0409501	JOHN P. DIMICH	4,583.33
0421725	DUTCH ROOM INC	261.01
0920060	ITASCA COUNTY TREASURER	3,067.08
1618125	PRAXAIR DISTRIBUTION INC	61.37
1920233	STREICHER'S INC	87.48
TOTAL POLICE		8,761.32
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM & CAREER	55.75
0218745	ASHLEY BRUBAKER	303.80
1801555	RAPID PEST CONTROL INC	63.25
1805195	REDPATH AND COMPANY, LTD	667.50
1901535	SANDSTROM'S INC	36.19

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 06/14/2021

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
	TOTAL	1,126.49
AIRPORT		
0103325	ACHESON TIRE INC	25.00
0221650	BURGGRAF'S ACE HARDWARE	74.35
0315455	COLE HARDWARE INC	93.87
0504500	EDMO DISTRIBUTORS INC	49.18
0920060	ITASCA COUNTY TREASURER	105.05
1415545	NORTHLAND LAWN & SPORT, LLC	266.36
1805195	REDPATH AND COMPANY, LTD	778.75
	TOTAL	1,392.56
CIVIC CENTER		
GENERAL ADMINISTRATION		
0104815	ADVANTAGE SYSTEMS GROUP	74.85
0221650	BURGGRAF'S ACE HARDWARE	213.90
0601690	FASTENAL COMPANY	391.28
0920060	ITASCA COUNTY TREASURER	116.97
1200855	LVC COMPANIES INC	1,334.55
1805195	REDPATH AND COMPANY, LTD	1,001.25
1901535	SANDSTROM'S INC	370.62
2305525	WENGER CORPORATION	1,338.40
	TOTAL GENERAL ADMINISTRATION	4,841.82
STATE HAZ-MAT RESPONSE TEAM		
0920060	ITASCA COUNTY TREASURER	117.61
1618565	PRO HYDRO-TESTING, LLC	168.00
	TOTAL	285.61
CEMETERY		
0103325	ACHESON TIRE INC	384.75
0221650	BURGGRAF'S ACE HARDWARE	209.41
0401804	DAVIS OIL INC	1,071.32
0421455	DULUTH NEWS TRIBUNE	389.88
0920060	ITASCA COUNTY TREASURER	101.90

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 06/14/2021

VENDOR #	NAME	AMOUNT DUE
CEMETERY		
1200500	L&M SUPPLY	36.68
1415545	NORTHLAND LAWN & SPORT, LLC	31.72
1805195	REDPATH AND COMPANY, LTD	778.75
TOTAL		3,004.41
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM & CAREER	30.00
0920060	ITASCA COUNTY TREASURER	143.91
TOTAL		173.91
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1612745	PLUM CATALYST LLC, THE	2,500.00
TOTAL MAY MOBILITY		2,500.00
PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
0221650	BURGGRAF'S ACE HARDWARE	18.10
0315455	COLE HARDWARE INC	19.99
0401425	DAKOTA SUPPLY GROUP	66.16
TOTAL MS RIVER PARK		104.25
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
1920233	STREICHER'S INC	399.96
TOTAL CAPITAL OUTLAY-POLICE		399.96
AIRPORT CAPITAL IMPRV PROJECTS		
NO PROJECT		
1805195	REDPATH AND COMPANY, LTD	1,589.36
TOTAL NO PROJECT		1,589.36
2021 INFRASTRUCTURE BONDS		

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 06/14/2021

VENDOR #	NAME	AMOUNT DUE
2021	INFRASTRUCTURE BONDS	
	CP2020/FD-1 NEW FIRE HALL	
1301014	MACQUEEN EMERGENCY GROUP	20,762.25
	TOTAL CP2020/FD-1 NEW FIRE HALL	20,762.25
2015-3	HIGHWAY 2 WEST TRAIL	
1805195	REDPATH AND COMPANY, LTD	154.06
2000522	TNT CONSTRUCTION GROUP, LLC	193,285.44
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	193,439.50
	DACF/PD EXPANSION	
2112400	ULINE, INC	172.46
	TOTAL DACF/PD EXPANSION	172.46
PIR-PERMANENT IMPRV	NO PROJECT	
1805195	REDPATH AND COMPANY, LTD	4,877.20
	TOTAL NO PROJECT	4,877.20
	STORM WATER UTILITY	
0103325	ACHESON TIRE INC	40.00
0301685	CARQUEST AUTO PARTS	100.72
0301705	CASPER CONSTRUCTION INC	1,184.47
0401804	DAVIS OIL INC	1,311.95
0920060	ITASCA COUNTY TREASURER	301.88
0920127	ITASCA WATERS	660.00
1200495	L & L RENTAL INC	1,913.30
1303039	MCCOY CONSTRUCTION & FORESTRY	66.42
1415030	NAPA SUPPLY OF GRAND RAPIDS	60.60
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1801340	RAILROAD MGMNT COMPANY III LLC	712.87
1805195	REDPATH AND COMPANY, LTD	890.00
	TOTAL	9,442.21
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$365,784.62
CHECKS ISSUED-PRIOR	PRIOR APPROVAL	
0104095	DALE ADAMS	66.08

DATE: 06/10/2021
 TIME: 13:17:24
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 06/14/2021

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0113105	AMAZON CAPITAL SERVICES	265.31
0305530	CENTURYLINK QC	59.73
0315454	TRAVIS COLE	34.00
0415200	DODGE OF BURNSVILLE	38,219.00
0415525	DONDELINGER DODGE	29,677.00
0605191	FIDELITY SECURITY LIFE	60.99
0701505	JEREMY GAMBILL	34.00
0718015	GRAND RAPIDS CITY PAYROLL	615,744.57
0718070	GRAND RAPIDS STATE BANK	528.92
0900060	ICTV	20,300.00
0920033	ITASCA COUNTY AUDITOR/TREAS.	9,461.04
0920055	ITASCA COUNTY RECORDER	368.00
1015342	SCOTT JOHNSON	638.40
1118100	KRAUS-ANDERSON CONSTRUCTION CO	10,000.00
1201402	LAKE COUNTRY POWER	43.70
1209516	LINCOLN NATIONAL LIFE	1,914.99
1301145	MARCO TECHNOLOGIES, LLC	63.52
1305046	MEDIACOM LLC	136.90
1309199	MINNESOTA ENERGY RESOURCES	283.72
1309335	MINNESOTA REVENUE	8,223.00
1309358	MN DEPT OF TRANSPORTATION	60.00
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	476.59
2000100	TASC	30.60
2018555	CHAD TROUMBLY	46.00
2114360	UNITED PARCEL SERVICE	50.08
2114750	UNUM LIFE INSURANCE CO OF AMER	268.32
2209705	VISIT GRAND RAPIDS INC	15,189.63
2301700	WM CORPORATE SERVICES, INC	211.67
2315745	NICHOLAS D. WOURMS	195.00
T000933	ROWE FUNERAL HOME	50.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$753,723.85

TOTAL ALL DEPARTMENTS \$1,119,508.47



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

REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021

AGENDA ITEM: Consider approving temporary liquor license for Itasca Waters event on August 6, 2021

PREPARED BY: Kim Gibeau

BACKGROUND:

Itasca Waters Legacy Partnership has applied for a temporary liquor license for August 6, 2021, event to be held at the KAXE tent.

ATTACHMENTS: Application for 1 - 4 day liquor permit for August 6, 2021

REQUESTED COUNCIL ACTION:

Make a motion approving temporary liquor license and authorize staff to send to State of Minnesota AGED for issuance.



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

Name of organization	Date organized	Tax exempt number
Itasca Water Legacy Partnership DBA Itasca Waters	03-03-2011	274411873

Address	City	State	Zip Code
PO Box 881	Grand Rapids	Minnesota	55744

Name of person making application	Signature:	Business phone	Home phone
Patricia Leistikow			218-259-7781

Date(s) of event	Type of organization
August 6, 2021	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip Code
Jesse Davis, President	Bovey	Minnesota	55709

Organization officer's name	City	State	Zip Code
Brian Whittmore	Remer	Minnesota	56672

Organization officer's name	City	State	Zip Code
Jan Sandberg	Minneapolis	Minnesota	55403

Organization officer's name	City	State	Zip Code
Patricia Leistikow	Deer River	Minnesota	56636

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

KAXE tent and outside in Grand Rapids, Minnesota

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

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

\$2,000,000 Commercial General Liability Western National Policy CPP 1108385

Patricia Leistikow
 PATRICIA LEISTIKOW (May 26, 2021 15:56 CDT)
 Signature of Applicant

APPROVAL

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

Grand Rapids

June 14, 2021

City or County approving the license

Date Approved

\$20.00

August 6, 2021

Fee Amount

Permit Date

Date Fee Paid

kgibeau@ci.grand-rapids.mn.us

City or County E-mail Address

218-326-7600

City or County Phone Number

Kimberly Gibeau

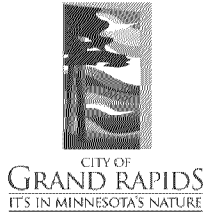
Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider accepting notices of resignation from part-time Hospital Security Officers and authorize City staff to begin the process of filling the vacancies.
PREPARED BY: Lynn DeGrio

BACKGROUND:

The following part-time Hospital Security Officers have submitted their notices of resignation:

- Kohl Mattson
- Tanner McCartney

City staff is requesting authorization to fill the vacancies with up to four additional persons. We will come back to the City Council at a future date with recommendations for hire.

These are budgeted positions, paid for by Grand Itasca Clinic & Hospital.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignations of Alida Hogan, Kohl Mattson, and Tanner McCartney from the part-time Hospital Security Officer positions and authorize City staff to begin the process of filling the vacancies.



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider approving contract with Langhorne Slim for performance at Grand Rapids Riverfest.
PREPARED BY: Kim Gibeau

BACKGROUND:

Attached is a contract with Langhorne Slim for performance at the Grand Rapids Riverfest on September 11, 2021.

ATTACHMENTS:

Langhorne Slim Performance Contract

REQUESTED COUNCIL ACTION:

Make a motion approving contract with Langhorne Slim for performance at Grand Rapids Riverfest.

LANGHORNE SLIM | Grand Rapids Riverfest | Grand Rapids, MN | Sat, Sep 11, 2021

Keith Levy | klevy@teamwass.com

THIS PERFORMANCE CONTRACT is dated Sunday, May 30, 2021 by and between LANGHORNE SLIM LLC ("COMPANY"), which shall furnish the services of LANGHORNE SLIM ("ARTIST"), and KAXE ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement. CITY OF GRAND RAPIDS

This Performance Contract between COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

VENUE: Grand Rapids Riverfest (the "Venue")
ADDRESS: 214 North Pokegama Avenue
Grand Rapids, MN 55744
United States
DATE OF SHOW: Saturday, September 11, 2021
(the "Date of Engagement")
NO. OF SHOWS: 1
ARTIST TIME: 4:00 - 5:30 PM
AGES: All Ages

2. COMPENSATION:

\$ 15,000.00 guaranteed to ARTIST (the "Guarantee").
Flat Guarantee
PLUS a \$5,000.00 travel allowance.
PURCHASER to provide accommodation, per advance and at ARTIST's specification.

3. PAYMENT TERMS:

PURCHASER shall pay \$ 7,500.00 (the "Initial Deposit") to WASSERMAN MUSIC, LLC no later than Wednesday, August 11, 2021
All payments to be made to Wasserman Music, LLC hereunder shall be payable by bank wire to:

Wasserman Music, LLC
ACCT: 712339560
ABA: 021000021 ACH: 322271627
SWIFT CODE: CHASUS33
JPMorgan Chase
New York, NY 10017

The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by cash or cashier's check not later than the evening of the Engagement. If the percentage of gross ticket receipts exceed the Guarantee, the overage amount due shall be paid in full to ARTIST COMPANY in cash or by cashier's check or bank wire (as designated by ARTIST COMPANY) immediately following the Engagement.

4. PRODUCTION:

PURCHASER to provide and pay for Sound and Lights, approved by ARTIST.

5. BILLING:

Festival
BILLING TO BE APPROVED BY AGENT PRIOR TO ANNOUNCE.

6. TICKET SCALING AND PRICES:

DESCRIPTION QUANTITY COMP PRICE TOTAL

222 2ND AVENUE SOUTH STE 1600

NASHVILLE, TN 37201

(615) 251-4400

(312) 640-7515 FAX

LANGHORNE SLIM | Sat, Sep 11, 2021

Keith Levy | klevy@teamwass.com

2 Day Pass	5,000	-	90.00	450,000.00	
CAP: 5,000	TOTALS:	5,000	0	\$ 450,000.00	GROSS POTENTIAL
				\$ 450,000.00	NET POTENTIAL

7. **DEDUCTIONS:**

DEDUCTIONS	EXC/INC	PRICE	TYPE	TOTAL
		-- N/A --		
				\$ 0.00 DEDUCTIONS

8. **TAXES:**

TAXES	AMOUNT	TYPE	TOTAL
	-- N/A --		
			\$ 0.00 TAXES

9. **MERCHANDISE:**

80% to ARTIST, 20% PURCHASER
 FBB Sells
 Purchaser

10. **CONTACT DETAILS:**

ARTIST: **LANGHORNE SLIM**
 Langhorne Slim LLC
 110 3rd Ave N
 Franklin, TN 37064
 bodie@backfortymgmt.com

PROMOTER / PURCHASER: **KAXE - CITY OF GRAND RAPIDS**
~~360 NE 2nd St~~ **420 NORTH POKEGAMA AVENUE**
 Grand Rapids, MN 55755
 218326 ~~1234~~ **7626**
Kari Hedlund
 KHedlund@kaxe.org

11. **ATTACHMENTS:**

The Additional Terms & Conditions, Artist rider, and any Company addenda attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IMPORTANT: ONE COMPLETE COPY of this contract and rider, signed by the PURCHASER, must be received by Wasserman Music via email, fax, or mail, no later than Wednesday, August 11, 2021.

222 2ND AVENUE SOUTH STE 1600

NASHVILLE, TN 37201

(615) 251-4400

(312) 640-7515 FAX

LANGHORNE SLIM | Sat, Sep 11, 2021

Keith Levy | klevy@teamwass.com

PURCHASER

~~KAXE~~ CITY OF GRAND RAPIDS
260 NE 2nd St.
Grand Rapids, MN 55755
Federal Tax ID: _____

Signature: _____

Print Name: DALE CHRISTY

Title/Position: MAYOR

COMPANY

Langhorne Slim LLC
110 3rd Ave N
Franklin, TN 37064
Federal Tax ID: 46-1690020

Signature: _____

Print Name: _____

Title/Position: _____

As used herein, the term "Company" shall have the same meaning as the term "Artist Company" as defined in the facing pages of this Agreement.

1. VENUE:

1.1 Under no circumstances may the Purchaser change the Venue for the Date of Engagement without Agent's or Company's prior written consent, which may be withheld in Agent's or Company's sole discretion, as applicable. Notwithstanding anything to the contrary contained herein, a change of Venue by the Purchaser in the absence of such consent shall constitute a material breach of this Agreement and Purchaser shall be liable for the full amount of Compensation due hereunder regardless of the date on which such change takes place.

1.2 In addition to Venue, Purchaser hereby agrees to provide all necessary permits and licenses required by all applicable laws for purposes of lawfully conducting the Event. Unless otherwise agreed to by Agent in writing prior to the Date of Engagement, it is hereby acknowledged and agreed that Artist shall perform in the primary (main) featured performance area of Venue.

2. DATE(S) OF ENGAGEMENT:

2.1 Artist's appearance on the Date of Engagement (hereinafter, the "Performance"), together with all other performances at the Venue on the Date of Engagement, is hereinafter collectively referred to as the "Event." Unless otherwise expressly agreed in writing by Agent, Purchaser may not make any announcements regarding the Performance contracted for hereunder until Company has received the initial deposit set forth in the paragraph titled "Payment Terms" of the Facing Page(s) of this Agreement and written authorization from Agent that such an announcement may be made. In the event that Purchaser breaches the terms contained in the foregoing sentence, Agent or Company may elect to immediately terminate this agreement upon giving written notice to Purchaser, without prejudice to any rights or claims Agent or Company may have. In the event of such termination, Company shall be entitled to retain any payments previously made by Purchaser hereunder and shall have no obligation to furnish Artist to perform on the Date of Engagement.

2.2 Purchaser hereby acknowledges that, except as otherwise expressly set forth herein, each and every Deposit payment made hereunder is non-refundable. Contemporaneous with payment of the Deposit(s) hereunder and subject to the terms of paragraph 4.1 herein below, Purchaser is being granted the limited right to immediately exploit artist's approved name, image and logo (hereinafter, the "NIL Rights") solely for purposes of advertising, marketing and promoting the Event and the sale of tickets with respect thereto. Purchaser further acknowledges that the aforesaid grant of NIL Rights constitutes a value in consideration of the payment of any and all monies paid to Company hereunder prior to the Date of Engagement. For the avoidance of doubt, except as otherwise expressly set forth in writing between the parties hereto, the NIL Rights granted hereunder shall immediately revert to Company upon the earlier of (a) completion of the Performance, (b) material uncured breach of the Agreement by Purchaser, (c) cancellation of the Performance, or (d) termination of this Agreement by either party in accordance with the terms hereof.

3. TICKET PRICE:

3.1 Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, Purchaser shall be solely responsible for payment of all taxes (including, without limitation, state and local sales taxes) associated with the sale of tickets for the Event.

3.2 Purchaser shall not charge a surcharge, tax, or fee of any kind in addition to the ticket price stated herein.

3.3 Purchaser shall not increase or decrease a ticket price, nor charge a fee based on an age differential, without prior agreement between Purchaser and Agent.

3.4 Intentionally Omitted.

3.5 Subject always to the applicable data protection legislation, Purchaser shall make the Database available to Company free of charge. "Database" shall mean all statistical and demographic data gathered in connection with

ticket sales for the Performance, including, without limitation, e-mail addresses of purchasers of tickets for the Performance.

4. LINE-UP, BILLING, AND PROMOTION:

4.1 (a) Purchaser shall obtain the approval of Agent by e-mail over all advertisements and promotional material (including flyer design) using the Artist's name, likeness and/or logos prior to producing and/or disseminating any such materials.

(b) In respect of the Date of Engagement hereunder, Artist shall receive mutually agreed upon festival billing with respect to all artist performances taking place at the Venue on all materials distributed by Purchaser to press and public. Artist shall be billed in no other way without the prior written consent of Agent.

(c) Purchaser must use Artist's NAME/IMAGE/LIKENESS/LOGO template (hereinafter, the "NIL Template") in all Event advertising (including, without limitation, poster, flyer, Internet, radio, TV, and print advertising). The NIL Template shall be provided by Agent promptly following execution of this Agreement.

(d) Intentionally Omitted.

(e) Purchaser acknowledges and agrees that the Artist's name or likeness may not be connected in any way with any form of sponsorship or endorsement of any kind, including but not limited to commercial and political, without the prior written consent of Company. Without limiting the foregoing, there shall be no sponsorship branding on the stage on which the Performance takes place without Agent's prior written approval, which may be withheld in Agent's sole discretion.

4.2 (a) Intentionally Omitted.

(b) Company reserves the right to be meaningfully consulted the performing artist who will perform immediately prior to and/or immediately after Artist's set time.

4.3 (a) Purchaser shall use best efforts to adequately promote the Performance by manufacturing and sending announcements, displaying posters, placing advertisements and by utilizing all other promotional methods that are standard practice in the industry. The costs of promotion shall be borne solely by Purchaser.

(b) Any materials made available to Purchaser by Agent or Company, including, without limitation, materials embodying Artist's name, Artist's image and/or logo, and any other intellectual property owned or controlled by Artist (hereinafter "NIL Materials") shall be used solely in connection with promotion of the Performance on the Date of Engagement and shall remain the property of Company or Artist, as applicable. Company shall have approval over each use of the NIL Materials hereunder. In the event that Company determines, in Company's sole discretion, that any use of the NIL materials may adversely affect Company, Artist or Company's or Artist's intellectual property rights, as applicable, upon receipt of Company's written notice of the foregoing, Purchaser will use best efforts to immediately discontinue dissemination of the promotional materials identified in said notice and shall promptly destroy the unused materials or return them to the requesting party at Purchaser's sole cost and expense.

5. PRODUCTION:

5.1 Purchaser shall provide and pay for all mutually agreed upon production elements at no cost to Artist. Purchaser hereby warrants and represents that the level of production of the Event and all elements thereof shall be commensurate with Artist's stature in the musical artist market, and shall be appropriate for the size of the Venue, as determined by Company's Representative. For the avoidance of doubt, unless otherwise expressly agreed in writing between the parties hereto, Purchaser shall be responsible for any and all production costs.

5.2 In the event of a breach of paragraph 5.1 herein above, without limiting any other rights and remedies Company may have under this Agreement, Company shall (i) have the right to refuse to furnish Artist to perform on the Date of Engagement and (ii) shall be entitled to retain any payments previously made by Purchaser hereunder.

6. COMPENSATION:

6.1 (a) Company hereby directs and authorizes Purchaser to make all payments due hereunder as directed in the Payment Terms of the facing pages of this Agreement.

(b) Such payment as aforesaid shall be made as an accommodation to Company and nothing herein contained shall constitute Agent as a beneficiary of or party to this Agreement. Such payment to Agent shall constitute payment to Company for all purposes of this Agreement and Purchaser will have no liability to Agent by reason of any erroneous payment Purchaser may make or failure to comply with such authorization. Company hereby indemnifies and holds Purchaser harmless against any claims asserted against Purchaser by reason of any such payment made pursuant to the terms of this paragraph 6.1(b).

6.2 Company reserves the right to have Agent renegotiate the terms of compensation set forth in the paragraphs titled "Compensation" and "Payment Terms," respectively, of the Facing Page(s) of this Agreement in the event that attendance at the Event exceeds the "Capacity" amount set forth in the paragraph titled "Ticket Scaling and Prices" of the Facing Page(s) of this Agreement.

6.3 Intentionally Omitted.

6.4 Intentionally Omitted.

7. TAXES AND VISAS:

7.1 Purchaser shall pay for any and all taxes (excluding any income or Non-resident Withholding Tax that may be owed by Company), which may become due in connection with the Performance. For the avoidance of doubt Purchaser shall be responsible for any airport arrival and departure taxes incurred in respect of Artist and Artist's guest's travel. Purchaser shall not offset any expenses or taxes of any type against the Guarantee hereunder.

7.2 Notwithstanding anything to the contrary contained herein, Company's federal non-resident withholding tax amount hereunder may not exceed the required amount established by the applicable tax authority. Purchaser must make withholding payments to the U.S. Internal Revenue Service and any other applicable state and/or local tax authority (individually and collectively, the "Tax Authority") in accordance with the terms of applicable law, but in no event later than thirty (30) days from the Date of Engagement. Purchaser shall promptly provide Agent with wire confirmation evidencing that Purchaser has withheld and paid over to the Tax Authority in a timely manner the requisite amount. In the event that Purchaser is in breach of the terms of this paragraph 7.2 and fails to remedy such breach within five (5) business days of receipt of Company's written notification of such breach, Company shall have the right to immediately terminate this Agreement by written notice to Purchaser (the "Termination Notice") and any and all rights granted to Purchaser hereunder (including, without limitation, rights of exclusivity) shall be immediately revoked. In the event of any such termination, within five (5) business days of Purchaser's receipt of the Termination Notice, Purchaser shall pay to Agent the balance of the Guarantee and Agent shall become the withholding agent with respect to the Date of Engagement. Without limiting the foregoing, Purchaser shall be liable for any and all penalties assessed by the Tax Authority against Company and/or Artist for Purchaser's failure to make timely payment to the Tax Authority of amounts required to be withheld hereunder.

7.3 Under no circumstances may Purchaser make cash payments under this Agreement. Purchaser hereby acknowledges that (i) Agent will not accept cash deposits as payment hereunder and (ii) any cash payments made in violation of the foregoing provision will be forfeited to Agent and not be deemed to be compensation to Company or applied to offset any payments due to Company hereunder.

7.4 Purchaser, where applicable, shall be responsible for obtaining and paying for any work permits and visas (U.S. work permits excluded) required for Artist and any member of Artist's crew to work legally in country of performance on the Date of Engagement which shall be valid for the duration of Artist's stay in country of performance. Purchaser shall be responsible for paying for any additional costs incurred in obtaining a visa, including but not limited to courier fees, travel and accommodation expenses, and taxi fare.

8. MERCHANDISE:

8.1 Purchaser hereby gives permission to Company to sell merchandise and other Artist-related products before, during and after the Performance. Purchaser shall receive the mutually agreed upon commission with respect to such sale of merchandise or other Artist-related products hereunder.

8.2 Intentionally Omitted.

9. EQUIPMENT AND HOSPITALITY:

9.1 (a) Purchaser agrees to setup an appropriate performance area that is free from interruption.

(b) Purchaser hereby agrees to provide, at Purchaser's sole cost and expense, a first-class sound and lighting system, to include the equipment and technical specifications set forth on the Artist Rider.

(c) Purchaser shall check all equipment for defects and to ensure proper functioning on the Date of Engagement prior to the Performance. Purchaser will indemnify Company, Agent and Artist from any liability resulting from damage to equipment arising at any time before, during or after the Performance hereunder, except in respect of damage caused by any intentional act or omission by Artist or Artist's gross misconduct.

(d) At any time and without prior notice, Company shall have the right to cancel or shorten the Performance hereunder if, in Company's reasonable business judgment, Purchaser has failed to adhere to the requirements set forth herein in respect of the equipment or if the equipment fails to function properly on inspection or during the Performance.

9.2 Purchaser shall provide Artist with a clean and comfortable dressing room or exclusive trailer area conforming to the specifications set forth on the Artist Rider.

9.3 Company shall have the right to invite the number of guests referred to as "Artist Comps" in the paragraph titled "Ticket Scaling and Prices" of the Facing Page(s) ("Artist's Guests") to attend on the Date of Engagement, and each of Artist's Guests shall be given access to the Venue free of charge. Company's list of Artist's Guests will be honored throughout the entire Date of Engagement from doors to closing. The Agent's guest list shall not be deducted from Company's guest allotment set forth in this paragraph 9.3.

10. RECORDING:

10.1 Company's Recording:

Purchaser hereby acknowledges and agrees that Company and/or anyone engaged, authorized, employed or supervised by Company, may photograph, video tape, and/or otherwise record, reproduce and distribute such recordings of the Event including the Performance hereunder ("Recordings"), in whole or in part, in any manner or media, and any such Recordings from the inception of recording thereof, and all copies manufactured therefrom, together with the images and/or performances embodied thereon, shall be the sole property of Company or Company's designee, as applicable ("Copyright Holder"), throughout the world, free from any claims whatsoever by Purchaser or any third party (including, without limitation, Purchaser's affiliates, partners, investors and the Venue owner) ("Third Party"), and Copyright Holder shall have the exclusive right to copyright such Recordings in its name as the sole and exclusive owner and author thereof and to secure any and all renewals and extensions of such copyright. Neither Company, Artist nor Company's or Artist's designee shall have any obligation to obtain permission from or provide credit to Purchaser, except as otherwise required by law. For the avoidance of doubt, Company shall be solely responsible for the following in connection therewith: (a) any and all costs and expenses, including without limitation, additional labor costs that Company may incur in connection with the Recordings (all of such costs and expenses being specifically excluded from show costs and expenses); (b) any and all liabilities; and (c) any and all appropriate third party clearances, authorizations and approvals.

10.2 Other Recordings:

(a) Purchaser warrants that Purchaser shall not, nor shall Purchaser, authorize others to photograph, video tape, record or otherwise reproduce Artist's likeness or image in any manner, nor shall Purchaser record (in any medium) or broadcast (via any means, including, without limitation, radio or internet), or authorize others to record or broadcast, any portion of the Performance without Company's prior written consent, which may be withheld in Company's sole discretion, as applicable. If it becomes evident to Artist or Company that any of the foregoing prohibited activities is occurring during the Event, Artist may discontinue Artist's Performance immediately and neither Agent, Artist nor Company shall be obligated to return any monies previously paid by Purchaser under the Agreement.

(b) Purchaser warrants and represents that Purchaser will use Purchaser's best efforts to prevent the recording, by any means or media, and dissemination of the Performance hereunder except as otherwise expressly permitted herein.

- (c) Purchaser will be liable to Company and Artist for any loss, damage or expense (including reasonable attorneys' fees) incurred or suffered by Artist as a result of a breach of subparagraphs 10.2(a) or 10.2(b) herein above. For the avoidance of doubt, except as otherwise expressly permitted in writing by Company, Purchaser shall be strictly liable for any damages suffered by Company or Artist as a result of (1) the creation of an unauthorized recording of Artist's performance hereunder by means of the sound board, artist equipment, monitors or any other part of the Venue's audio-only and audio/visual installation, and (2) the dissemination of any such recording.

11. CANCELLATION:

11.1 Company Cancellation of Performance:

- (a) Without prejudice to any rights, claims or remedies Company may have under this Agreement at law or in equity, in the event that Purchaser breaches any term of this Agreement and such breach is not cured in accordance with the terms of paragraph 14.1 herein below, Company shall have the right to immediately cancel this Agreement. Such breaches include, but are not limited to, the following:

- (i) Purchaser does not make timely payment to Agent any amount due as set forth on the Facing Page(s), of this Agreement herein above or otherwise materially breaches the terms of this Agreement, including, without limitation, as contained in the paragraphs titled "Compensation" and "Payment Terms," respectively, of the Facing Page(s), or fails to perform any material obligation required of Purchaser hereunder;

- (ii) On or before the Date of Engagement, Purchaser has failed, neglected or refused to perform any contract with any other performer for any engagement and, following receipt of Company's written demand therefor, Purchaser fails to promptly make full payment of the Guarantee due hereunder; or

- (iii) Agent, in its sole discretion, determines that Purchaser is unable to pay its debts as they become due in the ordinary course of business; or

- (iv) A voluntary or involuntary bankruptcy petition is filed by or against Purchaser, Purchaser goes into compulsory liquidation, makes an assignment for the benefit of creditors, is in receivership or makes any composition with creditors.

- (b) In the event of any cancellation by Company under 11.1(a) herein above,

- (i) Neither Agent, Company, nor Artist shall be obligated to refund any payments made by Purchaser hereunder prior to the date on which cancellation takes place, nor shall Agent, Company nor Artist have an obligation to mitigate with respect to amounts owed by Purchaser hereunder;

- (ii) Purchaser shall remain liable to Company for the full amount of the Guarantee;

- (iii) Company shall have no obligation to furnish Artist to perform for Purchaser hereunder and Company may contract with one or more third parties for Artist to perform for such third party(ies) on the Date of Engagement; and

- (iv) Neither Company, Agent nor Artist shall be liable to Purchaser for any costs or losses of any kind whatsoever suffered by Purchaser as a result of such cancellation.

11.2 Purchaser Cancellation of Performance:

If, for any reason (including, without limitation, a cancellation under paragraph 11.3 herein below), Purchaser cancels the Performance following the date of execution hereof, Purchaser shall remain liable to Company for the full amount of the Guarantee due hereunder.

11.3 Cancellation of the Performance due to Force Majeure Event:

- (a) Notwithstanding anything to the contrary contained herein, the Performance may be cancelled by either party due to cause(s) beyond the reasonable control of the parties hereto that would render the Performance hereunder impossible or make conditions for the Performance hazardous. Such causes shall include, but not be limited to: acts of God; weather; acts of war; riot; fire; explosion; accident; flood; sabotage or terrorist act; transportation failure or delay; governmental or court ordered laws, regulations, requirements, orders or actions including those related to communicable diseases, epidemics, pandemics or other dangers to public health; injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment), technical failures

beyond the reasonable control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties hereto (hereinafter "Force Majeure Event"). Neither Company, Agent nor Artist shall be held liable for any losses, costs or damages whatsoever suffered by Purchaser due to Artist's failure to perform as a result of a Force Majeure Event.

(b) (i) In the event that the Performance is cancelled due to a Force Majeure Event and Artist is ready and willing to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, one hundred percent (100%) of the Guarantee.

(ii) In the event the Performance is cancelled pursuant to a Force Majeure Event that renders Artist unready and/or unable to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, fifty percent (50%) of the Guarantee.

11.4 Cancellation of the Performance due to Incapacitating Illness or Accident to Artist:

In the event of an incapacitating illness or accident to Artist or essential crew member or the death or terminal illness of a member of Artist's family that prevents Artist from being ready, willing and able to perform a Date of Engagement hereunder, it is understood and agreed that (i) Artist shall not be required to perform the scheduled engagement(s), (ii) neither Company, Agent nor Artist shall be liable for any costs or losses of any kind whatsoever suffered by Purchaser and (iii) Purchaser agrees to release Company, Agent and Artist from any liability with respect thereto. Unless otherwise expressly agreed in writing between the parties, in the event of cancellation by Company under this paragraph 11.4, Company shall return to Purchaser within ten (10) business days following the Date of Engagement, all sums received by Company under this Agreement less Artist's bona fide reasonable out-of-pocket expenses incurred in connection herewith.

11.5 Company warrants and represents that Company has accepted this engagement in good faith and will use Company's reasonable good faith endeavors to cause Artist to fulfill Artist's obligations hereunder.

12. SECURITY AND INSURANCE:

12.1 (a) Purchaser shall be solely responsible to provide a safe environment for the Event including regarding the staging, stage covering, electrical grounding, supervision and direction of the Performance, and adequate security, so that the Performance and all persons and equipment are free from adverse weather and other unsafe conditions, situation and events ("Dangerous Conditions"). Dangerous Conditions may include but not be limited to recent acts of violence, riots or political unrest; faulty or insufficient electrical power; inadequate or unsafe staging; inadequate crash barrier; rain penetration or any other hazardous condition which, in the reasonable opinion of the Company or Artist, may result in damage or injury to Artist or Artist's equipment, or to anyone engaged or furnished by Artist, or to any other persons or equipment for whom or which Artist may be held responsible. Company and Artist shall not have any liability for any damage or injury caused by such Dangerous Conditions, except to the extent such is solely and directly caused by Company's or Artist's negligence or willful misconduct.

(b) Notwithstanding anything to the contrary contained herein, Company reserves the right to decline to furnish Artist perform if, in its sole discretion, Company deems conditions at the Venue to be Dangerous Conditions. In the event that the Performance is cancelled due to Dangerous Conditions (as defined in paragraph 12.1(a) herein above), Purchaser shall be obligated to pay Company one hundred percent (100%) of the Compensation due in connection with the Performance cancelled.

(c) Purchaser will provide and pay for an adequate number of sober, able-bodied and clearly identifiable professional security persons for the scale of the Event and in accordance with the terms of the Artist Rider Security must ensure safety of Artist, Company's and Artist's equipment, personal property, Artist's crew and vehicles for the duration of the Artist's stay at the Venue (including, without limitation, the parking facilities and surrounding grounds).

12.2 (a) Purchaser agrees to provide public and general liability insurance coverage (including automobile, liability and comprehensive) to protect against any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm or corporation as a result of or in connection with the Date of Engagement, including as a consequence of the installation and/or operation of the equipment provided by Artist. In addition, it is agreed that Purchaser shall maintain in effect a policy of workmen's compensation insurance covering all of its employees and other personnel who are involved in the installation, operation and or maintenance of the equipment provided by Producer. The Purchaser further agrees to provide full insurance coverage for all equipment provided by Artist or Artist's agents, contractors and employees against fire, theft, riot or any other type of act that would cause harm or damage to

equipment. Without limiting the foregoing, Purchaser shall also secure and maintain a commercially standard event cancellation insurance policy for the Event which does not exclude cancellation for a Force Majeure Event or an inclement weather cancellation, except for the following exclusions: acts of war; failure of means of transportation; terrorist act; governmental or court ordered laws, permitting, zoning, licensing or other city/municipal/state/parish issues, or other commercially reasonable exclusions. Purchaser shall supply Agent with certificates of insurance showing coverage of the above at least ten (10) days prior to the show date. However, if said certificate is not received by Agent prior to the above date, then Company at Company's election may terminate this Agreement. If Company elects to furnish Artist to perform the Engagement and the certificates of insurance have not been received, Purchaser is still solely responsible for complete coverage as specified above.

(b) Purchaser shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage as required under sub paragraph 12.2(a) hereinabove and shall name Company, Artist, and Agent as additional named insureds in an amount of not less than ~~five~~ ^{TWO} Million Dollars (\$~~5~~²,000,000) per occurrence (but in no event in amounts less than the limits require by the venue) and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the Artist rider, if any).

(c) Purchaser hereby agrees to indemnify and hold Company, Artist, Agent and their contractors, employees, licensees, designees and agents (individually and collectively, the "Artist Indemnitees") harmless from and against any loss, damage or expense including reasonable attorneys' fees incurred or suffered by or threatened against the Artist Indemnitees in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm, entity or corporation as a result of or in connection with the Engagement, which claim does not result directly from the gross negligence or willful misconduct of Artist and/or Company's employees, contractors, licensees, designees or agents.

(d) Purchaser also hereby indemnifies the Artist Indemnitees from and against any and all loss, damage or expense resulting from any damage or destruction to Artist's equipment or that of its employees, contractors and agents, inside or outside the Venue, including but not limited to damage or destruction occasioned by Force Majeure events.

(e) The Artist Indemnitees shall not be responsible for damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by Company or Artist. Purchaser shall indemnify and hold the Artist Indemnitees harmless from any third party claims concerning the foregoing (as provided above) and no claim, deduction or offset shall be made by Purchaser in respect of same.

13. PURCHASER'S WARRANTIES AND REPRESENTATIONS:

13.1 Purchaser hereby acknowledges that Agent is only responsible for procuring bookings and may not be held liable for any breach of contract by Company or Artist hereunder or under any other agreement between Company or Artist and Purchaser.

13.2 Purchaser warrants that Purchaser shall not advertise the Performance prior to (i) Company's receipt of the initial deposit specified in the paragraph titled "Payment Terms" of the Facing Page(s) and (ii) Purchaser's receipt of Agent's written authorization to advertise the Performance.

13.3 Purchaser represents and warrants that Purchaser is the responsible party for making all payments hereunder and has sufficient funds, financing and/or insurance to honor all of Purchaser's obligations hereunder.

14. DEFAULT, NOTICE AND CURE:

14.1 Except as otherwise expressly set forth herein, neither party to this Agreement shall be deemed to be in breach of any of its obligations hereunder unless the party not in breach serves specific written notice of such alleged breach upon the party in breach and the party in breach shall have failed to cure such breach, if any, within five (5) business days following receipt of such written notice (but in no event later than 5:00 p.m. EST on the date that is three (3) business days prior to the Date of Engagement hereunder).

14.2 All notices to be given to either party hereto shall be in writing and shall be delivered to the addressee at the respective addresses hereinabove set forth, or such other address or addresses as may be designated by either party, by (i) mail (registered, or certified, return receipt requested, postage pre-paid); (ii) overnight courier with proof of receipt; (iii) telefax (with a copy by express courier service); or (iv) e-mail (provided recipient has responded by email or otherwise in writing to confirm receipt). Notices shall conclusively be deemed to have been given seventy-two (72) hours after the date of mailing or twenty-four hours (24) after the date of transmission by telefax or e-mail. The addresses of the parties, until further notice to the contrary, are as first written above.

14.3 In the event of default by Purchaser hereunder, in addition to any other amounts due to Agent and Company hereunder, Purchaser shall be liable to Agent or Company, as applicable, for any costs and fees incurred by Agent or Company (including, without limitation, all attorney's fees, costs of debt collection or in respect of any legal action taken by Agent and/or Company) in connection with amounts due hereunder.

14.4 Without limiting the foregoing, interest at the highest rate permissible under the laws of the State of ~~California~~ ^{MINNESOTA} shall accrue on any amount due to Company hereunder from and after the date upon which such payment is due.

15. MISCELLANEOUS:

15.1 This Agreement sets forth the entire understanding between the parties, oral or written, regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations or understandings between the parties. No amendment, modification, or waiver of these Terms will be valid unless set forth in a written instrument signed by both parties hereto. Should any portion of this Agreement be deemed null and void under the law, the remainder shall remain in full force and effect.

15.2 Purchaser agrees to indemnify Company, Artist and Agent for any loss, costs, damages or liabilities (including, without limitation damages for any loss of good will and injury to Artist's reputation) and Company's and/or Artist's actual attorney's fees and costs in connection with any suit or arbitration or other proceeding, whether or not reduced to final judgment or award, arising from Purchaser's breach of this Agreement.

15.3 (a) This contract shall be governed by and construed under the laws and judicial decisions of the State of ~~California~~ ^{MINNESOTA}. All claims and disputes arising out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the courts of the State of ~~California~~ ^{MINNESOTA} (state and federal) located in ~~Los Angeles~~ ^{ITASCA} County; provided however if Agent and/or Artist is sued or joined in any other court or forum in respect of any matter which may give rise to a claim by Agent or Artist hereunder, Purchaser hereby consents to the jurisdiction of such court or forum over any such claim which may be asserted by Company and/or Artist.

(b) The prevailing party in any legal action (after all appeals have been taken or the time for taking such appeals has expired) brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies available to it at law or in equity, to reimbursement for its costs and expenses (including court costs and reasonable fees for outside attorneys and expert witnesses) incurred with respect to the bringing and maintaining of any such action. The term "prevailing party" for the purposes of this paragraph shall include a defendant who has by motion, judgment verdict or dismissal by the court, successfully defended against any claim that has been asserted against it.

15.4 All rights not expressly granted herein are reserved to Company and Artist.

15.5 Additional riders supplied by Company, including, without limitation, Artist's technical and hospitality riders (individually and collectively, the "Artist Rider") are annexed hereto and made a part hereof.

15.6 Facsimile and scanned copies hereof shall be deemed to be originals.

15.7 Wherever in this Agreement approval or consent is required, communications may be made via e-mail and approvals made via e-mail shall be deemed written approvals for purposes of this Agreement.

15.8 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The counterparts of this Agreement may be executed and delivered by electronic or digital means and the receiving party may rely on the receipt of the electronically or digitally signed or delivered document as a binding and enforceable agreement.

15.9 Purchaser may not transfer or assign this Agreement or any rights, interests or obligations without the prior written consent of Company. Any assignment in violation of this paragraph 15.9 shall be void.

Purchaser Initials _____

Company Initials _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Langhorne Slim LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 110 3rd Ave N	Requester's name and address (optional)
	6 City, state, and ZIP code Franklin TN 37064	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] [] - [] [] [] [] [] []	
OR	
Employer identification number	
4 6 - 1 6 9 0 0 2 0	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 6/7/16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

LANGHORNE SLIM

HOSPITALITY & TECH RIDER || 2020

Contacts

To Advance Show/Day of Show Contact

Zoe Ellis || 573.410.2551 || zoe@backfortymgmt.com

Booking

Keith Levy, Paradigm Talent Agency
615.251.4400 || klevy@paradigmagency.com

Management

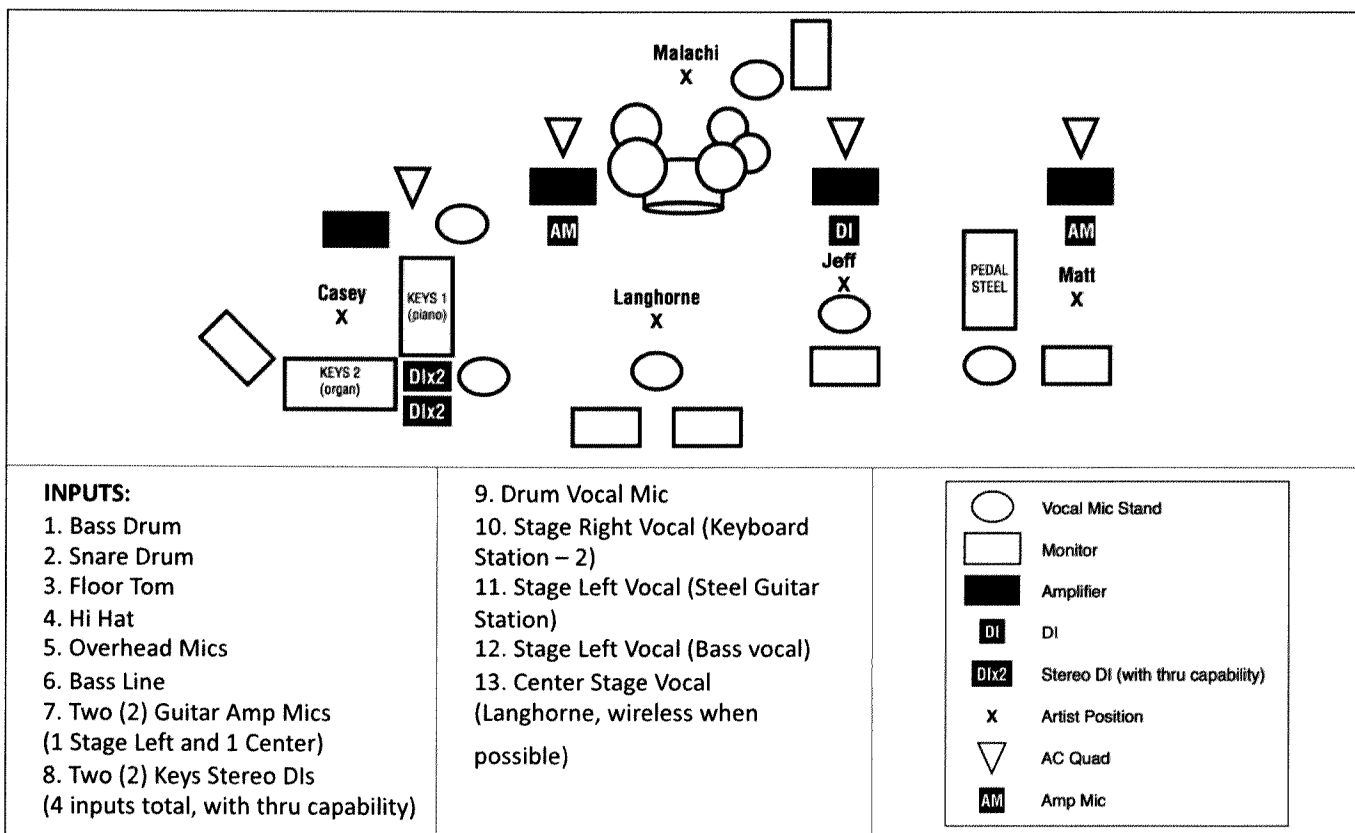
Bodie Johnson, BackForty Management
970.390.2113 || bodie@backfortymgmt.com

BAND

Langhorne Slim – Guitar/Lead Vocals
Malachi DeLorenzo – Drums/Vocals
Casey McAllister – Keys/Accordion/Vocals
Matt Davidson – Guitar/Pedal Steel/Vocals
Jeff Ratner – Bass/Vocals

LANGHORNE SLIM

STAGE PLOT & INPUT LIST || 2020



LANGHORNE SLIM

BACKLINE || 2020

Backline requirements (unless agreed to in advance):

GUITARS:

- (1) Fender Blues Deluxe amp
- (1) Fender Deluxe Reverb Guitar Amp

DRUMS:

Gretch or Ludwig Kits Preferred

- Bass Drum (20 inch)
- Bass Drum Pedal (preferably DW)
- (1) 16" Floor Tom
- Snare Stand
- Hi Hat Stand
- 2 cymbal stands w/ booms
- Simple drum throne
- Drum Rug

BASS:

- Ampeg SVT Pro Head
- 4 x 10 Bass Cab or 8 x 10

KEYS:

- Hammond B3 Organ w/ bench & Leslie 122 Speaker
- Yamaha CP4 Keyboard (No substitutions on this if possible)
- (1) Heavy-duty keyboard stand.
- QSC 12" Powered Monitor (or similar)
- Simple bench/seat

MISCELLANEOUS:

- (3) Guitar Stands
- (1) Amp Road Case For 1 Small Tech Box- Side Stage

LANGHORNE SLIM

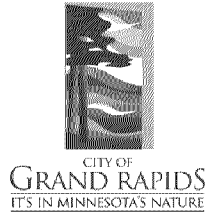
HOSPITALITY || 2020

(6) \$20 meal buyouts –OR– meals provided with (2) vegan options & (4) omnivore options
*****please do not provide in-house catering if legitimate vegan options are not available*****

In addition to (organic products are highly preferred):

- 1 case of ROOM TEMP bottled water
- 1 Case sparkling water (La Croix/ Topo Chico/ Mountain Valley/ Perrier)
- 6 stage towels
- 1 bottle silver tequila (Espolon or equivalent)
- 1 case domestic or craft beer (lighter beers - pilsner/lager/pale ale/kolsch)
- 1 bottle of red wine (Cabernet/Merlot)
- Club soda
- Ice
- Limes
- Assortment of teas (throat coat & peppermint)
- Oranges
- Cut pineapple
- Grapes
- Vegetable tray
- Kombuccha
- Assortment of nuts/seeds
- 9-volt battery
- Kettle chips
- Hummus
- Pita bread
- Coconut water
- Chips/salsa (No Tostitos, etc. preferably)
- Appropriate amount of plates/napkins/cups/etc.

ITEM # 4



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider approving temporary liquor permits for MacRostie Art Center for six (6) First Friday events in 2021
PREPARED BY: Kim Gibeau

BACKGROUND:

MacRostie Art Center has submitted applications for 1-4 day liquor licenses for First Friday events throughout 2021. The State of Minnesota allows for twelve (12) days total throughout each calendar year for non-profit organizations.

ATTACHMENTS:

Applications for 1- 4 Day Temporary On-Sale Liquor Permits, event dates:
July 2, 2021
August 6, 2021
September 3, 2021
October 1, 2021
November 5, 2021
December 3, 2021

REQUESTED COUNCIL ACTION:

Make a motion approving temporary liquor permits for MacRostie Art Center for specified event dates.



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

Name of organization MacRostie Art Center		Date organized November 1966	Tax exempt number 23-7105948
Address 405 NW 1st Ave	City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Katie Marshall		Business phone 218-326-2697	Home phone 218-326-2046
Date(s) of event July 2, 2021	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name X Stacy Holl		City Grand Rapids	State Minnesota Zip 55744
Add New Officer			

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

MacRostie Art Center, 405 NW 1st Ave, Grand Rapids, MN 55744

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

N/A

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

Risk Placement Services - \$1,000,000

APPROVAL

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

City/County	Date Approved
City Fee Amount	Permit Date
Date Fee Paid	City/County E-mail Address

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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



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

Name of organization MacRostie Art Center		Date organized November 1966	Tax exempt number 23-7105948
Address 405 NW 1st Ave	City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Katie Marshall		Business phone 218-326-2697	Home phone 218-326-2046
Date(s) of event August 6, 2021	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name X Stacy Holl		City Grand Rapids	State Minnesota
		Zip 55744	
Add New Officer			

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

MacRostie Art Center, 405 NW 1st Ave, Grand Rapids, MN 55744

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

N/A

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

Risk Placement Services - \$1,000,000

APPROVAL

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

City/County	Date Approved
City Fee Amount	Permit Date
Date Fee Paid	City/County E-mail Address

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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



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

Name of organization MacRostie Art Center		Date organized November 1966	Tax exempt number 23-7105948
Address 405 NW 1st Ave	City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Katie Marshall		Business phone 218-326-2697	Home phone 218-326-2046
Date(s) of event September 3, 2021	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name X Stacy Holl		City Grand Rapids	State Minnesota
			Zip 55744
Add New Officer			

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

MacRostie Art Center, 405 NW 1st Ave, Grand Rapids, MN 55744

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

N/A

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

Risk Placement Services - \$1,000,000

APPROVAL

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

City/County	Date Approved
City Fee Amount	Permit Date
Date Fee Paid	City/County E-mail Address

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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



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

Name of organization MacRostie Art Center		Date organized November 1966	Tax exempt number 23-7105948	
Address 405 NW 1st Ave	City Grand Rapids	State Minnesota	Zip Code 55744	
Name of person making application Katie Marshall		Business phone 218-326-2697	Home phone 218-326-2046	
Date(s) of event October 1, 2021	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit			
Organization officer's name X Stacy Holl		City Grand Rapids	State Minnesota	Zip 55744
Add New Officer				

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

MacRostie Art Center, 405 NW 1st Ave, Grand Rapids, MN 55744

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

N/A

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

Risk Placement Services - \$1,000,000

APPROVAL

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

City/County	Date Approved
City Fee Amount	Permit Date
Date Fee Paid	City/County E-mail Address

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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



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

Name of organization MacRostie Art Center		Date organized November 1966	Tax exempt number 23-7105948
Address 405 NW 1st Ave	City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Katie Marshall		Business phone 218-326-2697	Home phone 218-326-2046
Date(s) of event November 5, 2021	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name X Stacy Holl		City Grand Rapids	State Minnesota
		Zip 55744	
Add New Officer			

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

MacRostie Art Center, 405 NW 1st Ave, Grand Rapids, MN 55744

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

N/A

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

Risk Placement Services - \$1,000,000

APPROVAL

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

City/County	Date Approved
City Fee Amount	Permit Date
Date Fee Paid	City/County E-mail Address

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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



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

Name of organization MacRostie Art Center		Date organized November 1966	Tax exempt number 23-7105948
Address 405 NW 1st Ave	City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Katie Marshall		Business phone 218-326-2697	Home phone 218-326-2046
Date(s) of event December 3, 2021	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name X Stacy Holl		City Grand Rapids	State Minnesota
			Zip 55744
Add New Officer			

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

MacRostie Art Center, 405 NW 1st Ave, Grand Rapids, MN 55744

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

N/A

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

Risk Placement Services - \$1,000,000

APPROVAL

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

City/County	Date Approved
City Fee Amount	Permit Date
Date Fee Paid	City/County E-mail Address

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2021

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 Itasca Reliable Insurance Agency 1121 E US Hwy 169 PO Box 825 Grand Rapids MN 55744		CONTACT NAME: Bryan Sergot PHONE (A/C, No, Ext): (218) 326-8518 FAX (A/C, No): (218) 326-9557 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Scottsdale Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED MacRostie Art Center 405 NW 1st Ave Grand Rapids MN 55744		NAIC # 41297	

COVERAGES**CERTIFICATE NUMBER:** CL216803874**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS7121107	07/01/2020	07/01/2021	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired Non Owned Auto \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N 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 \$

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

Liquor Liability is not excluded under the general liability for the Macrostie Art Center, due to their primary business operation.

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Rapids 420 Pokegama Ave N 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 

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

REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021

AGENDA ITEM: Consider approving Special Permit for Use and Possession of Firearm for Minnesota Mounted Shooting Association

PREPARED BY: Kim Gibeau

BACKGROUND:

Jena Benes, representing MN Mounted Shooting Assoc., has submitted applications requesting authorization to use and possess firearms within the city limits. They will host two events scheduled for June 26th & 27th and July 31st & August 1st, 2021. Certificate of Liability Insurance has been submitted as required.

ATTACHMENTS: Special Permit for Use & Possession of Firearm Applications

REQUESTED COUNCIL ACTION:

Make a motion approving Special Permit for Use and Possession of Firearm within Grand Rapids City Limits for Minnesota Mounted Shooting Association for events as stated.



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

***APPLICATION FOR SPECIAL PERMIT FOR USE
AND POSSESSION OF A FIREARM WITHIN GRAND
RAPIDS CITY LIMITS
(City of Grand Rapids Municipal Code, Chapter 42, Article II, Sec.42-42)***

DATE OF APPLICATION: 05/24/2021

NAME OF LICENSEE: Jena Benes

PHONE NUMBER: (218) 244-0764

CONTACT PERSON: Jena Benes

LOCATION OF EVENT: Itasca County Fairgrounds

DATE(s) OF EVENT: June 26th & 27th 2021

SPONSORING ORGANIZATION: Minnesota Mounted Shooting Association

DETAILED DESCRIPTION OF PROPOSED EVENT:

A horse competition using firearms to shoot balloon targets. The ammo is black powder without a projectile.
The heat from the black powder only travels up to 20 feet max to pop balloons. The sport is based on speed and accuracy.

FIREARMS PRESENT (number of firearms and caliber):

Approx 120 single action 45 caliber revolvers

Approx 20 rifles and shotguns

INSURANCE POLICY (Number and Agency):

Lockton Affinity, LLC Policy # L202136878

PO Box 410679, Kansas City, MN 64141-0679

ADDITIONAL INFORMATION:

I hereby apply for a special permit to hold a Firearms Event as allowed by Ordinance Chapter 42.15 (c) FIREARMS. I declare that I have read and understand the requirements of Chapter 42, article II, section 42.42.

The under-signed agrees that more information may be demanded by the Grand Rapids Police Chief and/or City Council before considering this request.

Jena Benes

Name of Licensee



Signature of Authorized Officer

FOR OFFICE USE ONLY

Approved by the City Council on _____.



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

***APPLICATION FOR SPECIAL PERMIT FOR USE
AND POSSESSION OF A FIREARM WITHIN GRAND
RAPIDS CITY LIMITS
(City of Grand Rapids Municipal Code, Chapter 42, Article II, Sec.42-42)***

DATE OF APPLICATION: 05/24/2021

NAME OF LICENSEE: Jena Benes

PHONE NUMBER: (218) 244-0764

CONTACT PERSON: Jena Benes

LOCATION OF EVENT: Itasca County Fairgrounds

DATE(s) OF EVENT: July 31st & Aug 1st 2021

SPONSORING ORGANIZATION: Minnesota Mounted Shooting Association

DETAILED DESCRIPTION OF PROPOSED EVENT:

A horse competition using firearms to shoot balloon targets. The ammo is black powder without a projectile.
The heat from the black powder only travels up to 20 feet max to pop balloons. The sport is based on speed and accuracy.

FIREARMS PRESENT (number of firearms and caliber):

Approx 120 single action 45 caliber revolvers

Approx 20 rifles and shotguns

INSURANCE POLICY (Number and Agency):

Lockton Affinity, LLC Policy # L202136878

PO Box 410679, Kansas City, MN 64141-0679

ADDITIONAL INFORMATION:

I hereby apply for a special permit to hold a Firearms Event as allowed by Ordinance Chapter 42.15 (c) FIREARMS. I declare that I have read and understand the requirements of Chapter 42, article II, section 42.42.

The under-signed agrees that more information may be demanded by the Grand Rapids Police Chief and/or City Council before considering this request.

Jena Benes

Name of Licensee



Signature of Authorized Officer

FOR OFFICE USE ONLY

Approved by the City Council on _____.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2021

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 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 Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679	CONTACT NAME
	PHONE (A/C No./Ext): 877-487-5407 FAX (A/C, No):
E-MAIL ADDRESS: 	
INSURER(S) AFFORDING COVERAGE NAIC	
INSURER-A: Certain Underwriter's at Lloyd's, London	
INSURER-B:	
INSURER-C:	
INSURER-D:	
INSURER-E:	
INSURER-F:	


INSURED
 Cowboy Mounted Shooting Association
 P.O. Box 157
 Roswell, NM 88202-0157

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

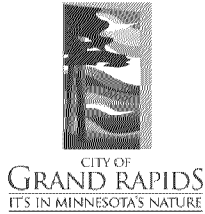
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

IN SR LT R	TYPE OF INSURANCE	ADDL INSR	SUB R WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		L202136878	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N <input type="checkbox"/> OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) If yes, describe under		N/A				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is Additional Named Insured as respects to premises, owned, rented or leased by the insured for the purpose of holding one or more "Insured Equestrian Events". An "Insured Equestrian Event" is defined as an equestrian event that is officially sanctioned by the Cowboy Mounted Shooting Association. An "Insured Equestrian Event" includes officially scheduled practice sessions (local club practice sessions may not include points, prizes, jackpots, payout or enumeration to those entered of any kind), club sponsored clinics and promotional demonstrations of cowboy mounted shooting. Further, non-sanctioned CMSA events, such as "Wild West" type events, including but not limited to pyrotechnics, jumps, cross country events, and any events held outside of a standard arena fenced enclosure including but not limited to live or non-certified ammunition events, are not included.

CERTIFICATE HOLDER Minnesota Mounted Shooters Association 21834 Grouse Lane Grand Rapids, MN 55744	CANCELLATION 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 

MNI



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider approving amendments to the 2021 Pay Range for Part-time, Seasonal, and Temporary Employees.
PREPARED BY: Lynn DeGrio

BACKGROUND:

It has become increasingly difficult to fill vacancies for part-time and seasonal employees. The wage schedule was recently amended and the minimum wage for all positions excluding the Golf Course were changed.

Bob Cahill, Director of Golf, has reviewed the wages of the Golf Course employees and has recommended the changes as indicated in the attachment. The minimum wage would increase from \$10.08 per hour to \$11.50 per hour. Employees with 2-4 years of experience would be at \$12.00 per hour and employees with more experience will be as noted.

Also, there was an error on the existing schedule. The top wage for part-time Hospital Security Officers is \$20.71, not \$20.11.

ATTACHMENTS:

2021 Pay Range for Part-time, Seasonal, and Temporary Employees
2021 Seasonal Wages

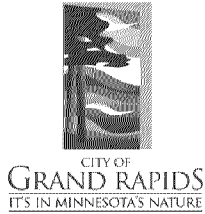
REQUESTED COUNCIL ACTION:

Make a motion to adopt the recommended changes to the 2021 Pay Range for Part-time, Seasonal and Temporary Employees effective June 13, 2021.

2021 Pay Range for Part-time, Seasonal, and Temporary Employees

GRADE	MINIMUM	0-1 Year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	Jobs Assigned to Grade
6	\$	17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00				Maintenance Shift Lead (Civic Center)
5	\$	15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00				Maintenance (Civic Center)
4				\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75	Pro shop Manager (Golf Course)
3	\$	11.50	\$ 11.75	\$ 12.00	\$ 12.25	\$ 12.50	\$ 13.75	\$ 14.00	\$ 15.25	Maintenance II (Golf Course)
2	\$	11.50	\$ 12.00	\$ 12.25	\$ 12.50	\$ 12.75	\$ 13.00	\$ 13.50	\$ 13.75	Golf Shop Cashier II (Golf Course)
1	\$	10.08								
	Flat rate		2nd year	3rd year	4th year	4+ years				Jobs Assigned to Flat Rates
	\$	21.00								Public Works Winter Maintenance
	\$	18.00								Public Works Summer Maintenance II Head Election Judge (Administration)
	\$	15.88	\$ 20.71							Hospital Security (Part-time)
	\$	15.00								Election Judge (Administration)
	\$	15.00	\$ 15.25	\$ 15.50	\$ 16.00	\$ 16.25				Civic Center Security (COVID-19 Police Reserves)
	\$	15.00								Public Works Summer Maintenance I Animal Control Facility Attendant (Police) Warming House Attendant (Recreation)
	0-5 years		5-10 years	10-14 years	14+ years					Jobs Assigned
	\$	11.50	\$ 12.75	\$ 14.00						Driving Range Attendants (Golf Course) General Maintenance (Golf Course) Golf Shop Cashier I (Golf Course) Starter/Ranger (Golf Course)

EmpIDNum	EmpIDName	EmpIDName	DeptCd	StatusCd	HireDate	PayRate	June Adjustment
0345	KENT W	BARIL	030	PT	8/23/2011	\$ 15.25	
0365	KIRK P	SKELLY	030	PT	6/20/2001	\$ 13.00	\$ 13.50
0368	JUDITH M	TAYLOR	030	PT	8/13/2013	\$ 11.00	\$ 12.00
0395	THOMAS J	CARLSON	030	PT	4/29/2018	\$ 10.50	
3331	CODY	ALLEMAN	030	PT	4/1/2010	\$ 20.00	
3332	BLAKE A	HENRICHSEN	030	PT	5/27/2020	\$ 10.50	\$ 12.00
3334	SHARI L	HUSON	030	PT	5/10/2005	\$ 13.00	\$ 13.50
3336	REED C	KOTTKE	030	PT	3/16/2015	\$ 11.75	
3337	EMMA J	PETERMEIER	030	PT	4/23/2015	\$ 12.50	\$ 13.50
3348	MICHAEL F	KLABOUGH	030	PT	5/5/2018	\$ 13.50	\$ 14.00
3349	PAUL R	JENSEN	030	PT	4/23/2018	\$ 10.50	\$ 12.00
3355	HUNTER P	SELEDIC	030	PT	8/14/2018	\$ 10.61	\$ 12.00
3358	DAVID L	OLSEN	030	PT	4/16/2019	\$ 10.75	
3359	FRANK T	GANGI	030	PT	4/8/2019	\$ 10.50	\$ 12.00
3360	NICOLAS J	LANGLOIS	030	PT	4/23/2019	\$ 10.50	\$ 12.00
3362	ASHLEY M	BUELL	030	PT	4/1/2019	\$ 12.00	
3363	BELLA C	CARLSTROM	030	PT	6/11/2019	\$ 10.50	\$ 12.00
3364	ROBERT J	LEPAK	030	PT	5/29/2019	\$ 10.50	\$ 12.00
3365	MACKENZIE R	HEBEISEN	030	PT	6/11/2019	\$ 10.50	\$ 12.00
3366	KADA A	PUDDICOMBE	030	PT	6/17/2019	\$ 10.50	\$ 12.00
3367	MADISON E	JANECKE	030	PT	6/17/2019	\$ 10.50	\$ 12.00
3369	EMILY J	YEAGER	030	PT	6/9/2019	\$ 10.50	
3370	THOMAS A	DOWNING	030	PT	8/3/2020	\$ 10.50	
3371	EVAN C	BRUEMMER	030	PT	8/11/2020	\$ 10.50	\$ 11.50
3372	LEON N	FURLONG	030	PT	9/1/2020	\$ 10.50	
3373	DYLAN J	HENRICHSEN	030	PT	3/26/2021	\$ 10.25	\$ 11.50
3374	MARLO L	HANSEN	030	PT	5/3/2021	\$ 12.00	
3375	BRENT A	WHEELER	030	PT	5/11/2021	\$ 10.25	\$ 11.50
3376	MYLES W	GUNDERSON	030	PT	6/4/2021	\$ 10.25	\$ 11.50
7150	ANDREW J	BUELL	030	PT	10/23/2018	\$ 11.00	\$ 12.00



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider approving New Fire Hall A-Z Electric Phase 2 Change Order #003, TNT Construction Group, LLC Phase 1 Change Order #006 and TNT Construction Group, LLC Phase 1 Change Order #007.
PREPARED BY: Nathan Morlan

BACKGROUND:

New Fire Hall Phase 2 A-Z Electric Change Order #003 is related to providing power to the electric door access control system at the entry doors. The door access system was included in the budget for the New Fire Hall but was not part of the construction contract with A-Z Electric to provide the power to it.

New Fire Hall Phase 1 TNT Construction Group, LLC Change Order #006 is related to trenching for building power from the transformers to the building which was not included as part of the original construction contract with TNT Construction Group, LLC. This Change Order also includes installation of a guardrail fence on the south side of the property which was added to the scope in order to provide a safety barrier from the adjacent parking lot vehicle traffic.

New Fire Hall Phase 1 TNT Construction Group, LLC Change Order #007 is related to mobilization and completion of utility connections of 2 Storm sewers, 1 sanitary sewer and 1 water main from the public utility to the building utilities. This work was not included in construction contracts for phase 1 or 2 of construction.

ATTACHMENTS:

A-Z Electric CCO #003
TNT Construction Group, LLC CCO #006
TNT Construction Group, LLC CCO #007

REQUESTED COUNCIL ACTION:

Make a motion approving New Fire Hall A-Z Electric Change Order #003 for \$6200, TNT Construction Group, LLC Change Order #006 for \$15,231 and TNT Construction Group, LLC Change order #007 for \$13,414.27.



CCO #003

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

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

Contract Change Order #003: CE #044 - Power to Access Doors

CONTRACT COMPANY:	A - Z Electric 200 South Ave Marble, Minnesota 55764	CONTRACT FOR:	SC-S20020C-008:WS 007 Electrical A-Z Electric
DATE CREATED:	5/21/2021	CREATED BY:	Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$6,200.00

DESCRIPTION:
 CE #044 - Power to Access Doors
 Please submit an itemized line proposal for the work to install the power for the access control doors

ATTACHMENTS:
[Power Access Doors.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #003

#	Cost Code	Description	Type	Amount
1	A.-5.10 - WS 07 Electrical	Power to Access Doors	Other	\$ 6,200.00
Subtotal:				\$6,200.00
Grand Total:				\$6,200.00

The original (Contract Sum)	\$ 299,997.00
Net change by previously authorized Change Orders	(\$375.04)
The contract sum prior to this Change Order was	\$ 299,621.96
The contract sum would be changed by this Change Order in the amount of	\$ 6,200.00
The new contract sum including this Change Order will be	\$ 305,821.96
The contract time will not be changed by this Change Order by 0 days	

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

A - Z Electric
 200 South Ave
 Marble Minnesota 55764

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

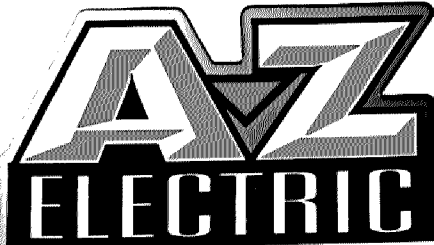
City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids Minnesota 55744

Mark Cobb
 SIGNATURE DATE
 5/24/2021

Ronald Beern
 SIGNATURE DATE
 5/21/2021

 SIGNATURE DATE

 SIGNATURE DATE



Job Invoice

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

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

GRAND RAPIDS FIREHALL
LOW VOLTAGE DOORS

QTY.	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK
400'	1/2 EMT		436 -	
2	Box 1/2 connects		110 -	
2	Box 1/2 couplers		180 -	
36'	STRUT		180 -	
100	STRUT STRAPS		185 -	
	wire nuts		45 -	
	Fasteners		68 -	
	LIFT		296 -	
	Flex		290 -	
				MISCELLANEOUS CHARGES
				TOTAL MISCELLANEOUS
		LABOR	HRS.	RATE
		Labor	44	4400.00
TOTAL MATERIALS			1800.00	TOTAL LABOR

WORK ORDERED _____
 DATE ORDERED _____
 DATE COMPLETED _____
 A-2 Electric Inc.

TOTAL LABOR	4400.00
TOTAL MATERIALS	1800.00
TOTAL MISCELLANEOUS	
SUBTOTAL	
TAX	
GRAND TOTAL	6200.00

CUSTOMER APPROVAL SIGNATURE _____

AUTHORIZED SIGNATURE _____



CCO #006

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

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

Contract Change Order #006: CE #041 - Trenching for Public Utility | CE #047 - Guard Rail

CONTRACT COMPANY:	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	CONTRACT FOR:	SC-S20020C-002:WS 001- Civil & Cast in Place Concrete - TNT
DATE CREATED:	5/21/2021	CREATED BY:	Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	No Change Reason
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$15,231.00

DESCRIPTION:

CE #041 - Trenching for Public Utility

Please submit line item proposal for Time and Material work for trenching and backfilling for Public Utilities

CE #047 - Guard Rail

Please provide a line item proposal for the provision and installation of a wood beam post guard rail system totaling in 145 lf of the west side of south parcel line.

ATTACHMENTS:

Supplemental Agreement CE #047 - Guardrail.pdf Power Line Trenching and Testing Work Order.pdf

CHANGE ORDER LINE ITEMS:**CCO #006**

#	Cost Code	Description	Type	Quantity	Units	Unit Cost	Subtotal
1	A.-5.04 - WS 01 Civil/Concrete	Trenching for Public Utility	Other	0.0	ls	\$0.00	\$7,231.00
2	A.-5.04 - WS 01 Civil/Concrete	Guard Rail	Other	0.0	ls	\$0.00	\$8,000.00
Subtotal:							\$15,231.00
Grand Total:							\$15,231.00

The original (Contract Sum)	\$ 1,698,000.00
Net change by previously authorized Change Orders	(\$127,895.00)
The contract sum prior to this Change Order was	\$ 1,570,105.00
The contract sum would be changed by this Change Order in the amount of	\$ 15,231.00
The new contract sum including this Change Order will be	\$ 1,585,336.00
The contract time will not be changed by this Change Order by 0 days	



CCO #006

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

**TNT Construction Group,
LLC**
40 County Road 63
Grand
Rapids Minnesota 55744

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

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

Mark Colbo

SIGNATURE DATE
5/24/2021

Dominic Ellison

SIGNATURE DATE
5/21/2021

SIGNATURE DATE

SIGNATURE DATE



SUPPLEMENTAL AGREEMENT

GENERAL CONTRACTOR: ICS

DATE: 5/17/2021

PROJECT: Grand Rapids Fire Hall Phase 1

PROJECT OWNER: City of Grand Rapids

AGGREEMENT #: CE #047 - Guardrail

DESCRIPTION:

Add for 145 LF of steel guardrail with wood posts.

NET ADD OR DEDUCT: __\$8,000.00_____

ORDERED BY: _____ DATE: _____
 (Owner or Approved Representative)

ACCEPTED BY: _____ DATE: 5/17/2021
 (TNT Construction Group LLC.)

Quote

Century Fence Company
14839 Lake Dr NE
Forest Lake, MN 55025



Quote To:
TNT AGGREGATES, LLC
40 COUNTY ROAD 63
GRAND RAPIDS, MN 55744

Project Location:
Grand Rapids Fire Hall Cedar Split Rail

Quote #: 3955
Quote Date: 5/17/2021

Description

Split Rail:

Install 145' of Cedar split rail (2 rail) wooden fence. Posts will be dug and tamped in holes with existing dirt.
\$5,300.00

W-Beam Guardrail in place of Cedar split rail noted above on wooden posts dug and tamped in holes with existing dirt. Does not include any end treatments or offset wood blocking at this time.

\$7,000.00

x 10%
\$770.00
+ \$300.00 For Cleanup
\$800.00

Notes:

Excludes Excavation through rock, Excavation through frost, Permit, Private Utility Locate, Survey of property for fence layout, Removal of spoils from post holes offsite

Quote Total: \$5,300.00

Quote Valid For 15 days

Buyer's Signature: _____

Date: _____

Submitted by:

*Nathan
Horner*

Acceptance:

This quote when accepted in writing by purchaser and by Century Fence Company becomes a contract between two parties. The conditions on the attached 'Terms and Conditions' are made a part of this contract.

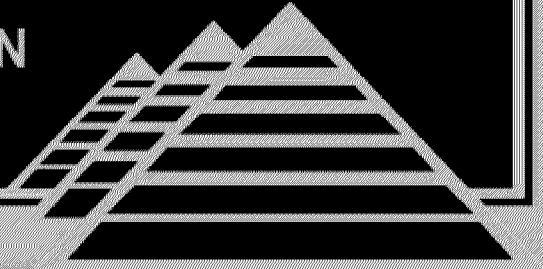
Nathan Horner

Office: 651-464-7373

Cell: 612-670-3520

Email: nhorner@centuryfence.com

Terms of Payment: Net Cash upon receipt of invoice.

TNT**CONSTRUCTION
GROUP LLC**

Grand Rapids, MN (218) 326-4184

SERVICE ORDER NO: 1TO:
City of Grand Rapids

ICS - Mark Cobb

PHONE:

DATE OF ORDER:

4/29/2021

ORDER TAKEN BY:

CUSTOMER ORDER #:

 DAY WORK:
 CONTRACT:
 EXTRA:

JOB NAME / NUMBER:

Fire Hall

JOB LOCATION:

Grand Rapids MN

JOB PHONE:

STARTING DATE:

4/29/2021

TERMS:
T & M

QTY	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK			
16	CY Class 5	\$7.50	\$120.00	Mobilize to dig and backfill a trench for the power to the transformer pad and also to re-test all of the sewer, storm and watermain on the project after the connections were made. Work occurred over a 2 day period.			
5	CY 1.5" Rock	\$25.00	\$125.00				
TOTAL MATERIAL		\$32.50	\$245.00				
QTY	EQUIPMENT	HR RATE	AMOUNT	LABOR	HR	HR RATE	AMOUNT
2	Lowboy	\$145.00	\$290.00	Brian	16	\$118.00	\$1,888.00
1	Rental Mini Backhoe	\$500.00	\$500.00	Tommy	11	\$85.00	\$935.00
1	Sidedump	\$130.00	\$130.00	Jack	11	\$92.00	\$1,012.00
11	Skid Steer	\$65.00	\$715.00	Dylan	3	\$85.00	\$255.00
1	Loader	\$80.00	\$80.00	Daulton	6	\$85.00	\$510.00
11	Tool Trailer	\$25.00	\$275.00	Conner	3	\$92.00	\$276.00
6	GPS Rover & Base	\$20.00	\$120.00				
				TOTAL LABOR		\$4,876.00	
DATE COMPLETED		TOTAL EQUIPMENT		TOTAL MATERIALS		\$2,110.00	
WORK ORDERED BY		\$2,110.00		TOTAL EQUIP		\$2,110.00	
SIGNATURE				TAX		\$0.00	
				TOTAL		\$7,231.00	

THANK YOU!

I HEREBY ACKNOWLEDGE THE SATISFACTORY OF THE ABOVE DESCRIBED WORK



CCO #007

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

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

Contract Change Order #007: CE #039 - Utility Connections

CONTRACT COMPANY:	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	CONTRACT FOR:	SC-S20020C-002:WS 001- Civil & Cast in Place Concrete - TNT
DATE CREATED:	5/21/2021	CREATED BY:	Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Field Work Order
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$13,414.27

DESCRIPTION:
 CE #039 - Utility Connections
 Please submit an itemized line order for the T&M work to be performed for the connection of the Underground utilities.

ATTACHMENTS:
[Utility Connection Work Orders.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #007

#	Cost Code	Description	Type	Quantity	Units	Unit Cost	Subtotal
1	A.-5.04 - WS 01 Civil/Concrete	Utility Connections	Other	0.0	ls	\$0.00	\$13,414.27
Subtotal:							\$13,414.27
Grand Total:							\$13,414.27

The original (Contract Sum)	\$ 1,698,000.00
Net change by previously authorized Change Orders	(\$112,664.00)
The contract sum prior to this Change Order was	\$ 1,585,336.00
The contract sum would be changed by this Change Order in the amount of	\$ 13,414.27
The new contract sum including this Change Order will be	\$ 1,598,750.27
The contract time will not be changed by this Change Order by 0 days	

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

TNT Construction Group, LLC
 40 County Road 63
 Grand Rapids Minnesota 55744

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

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

Mark Cobb
 SIGNATURE DATE
 5/24/2021

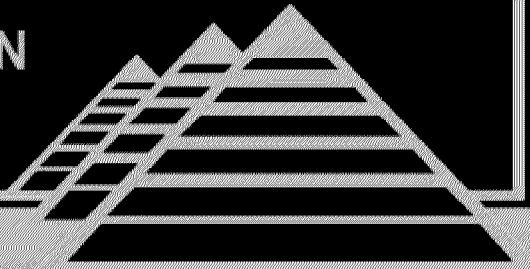
Dominic Ellison
 SIGNATURE DATE
 5/21/2021

SIGNATURE DATE

SIGNATURE DATE

TNT

CONSTRUCTION GROUP LLC



Grand Rapids, MN (218) 326-4184

SERVICE ORDER NO: 2

TO:
City of Grand Rapids

PHONE: _____ DATE OF ORDER: 4/23/2021
 ORDER TAKEN BY: _____ CUSTOMER ORDER #: _____
 DAY WORK: CONTRACT: EXTRA:
 JOB NAME / NUMBER: Grand Rapids Firehall
 JOB LOCATION: Grand Rapids MN
 JOB PHONE: _____ STARTING DATE: 4/22/2021

TERMS:
T & M

QTY	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK				
				Mobilize to finish the utility connections to the new fire hall building. 2 storm sewers 1 sanitary, and 1 water main.				
				T&M per Mark Cobb				
				DAY 2				
TOTAL MATERIAL		\$0.00	\$0.00					
QTY	EQUIPMENT	HR RATE	AMOUNT	LABOR	HR	HR RATE	AMOUNT	
6	330 Backhoe	\$165.00	\$990.00	Brian S	6	\$122.00	\$732.00	
6	644 Loader	\$85.00	\$510.00	Tommy E	6	\$87.00	\$522.00	
6	Pipe Tool Trailer	\$25.00	\$150.00	Sonny H	6	\$96.00	\$576.00	
				Wayne S	6	\$96.00	\$576.00	
				Dalton A	6	\$87.00	\$522.00	
				TOTAL LABOR		\$2,928.00		
DATE COMPLETED		TOTAL EQUIPMENT		TOTAL MATERIALS		\$0.00		
WORK ORDERED BY		\$1,650.00		TOTAL EQUIP		\$1,650.00		
SIGNATURE				TAX		\$0.00		
I HEREBY ACKNOWLEDGE THE SATISFACTORY OF THE ABOVE DESCRIBED WORK				THANK YOU!		TOTAL		\$4,578.00



FERGUSON WATERWORKS #2914
801 WEEKS AVE
SUPERIOR, WI 54880-0000

Phone: 715-392-3288
Fax: 715-392-1802

Deliver To:

From: Peter Krzewinski

Comments:

11:52:28 APR 22 2021

Page 1 of 1

FERGUSON WATERWORKS #2518

Price Quotation

Phone: 715-392-3288

Fax: 715-392-1802

Bid No: B140240
Bid Date: 04/22/21
Quoted By: PVK

Cust Phone: 218-326-1881
Terms: NET 10TH PROX

Customer: TNT CONSTRUCTION GROUP LLC
40 COUNTY ROAD 63
GRAND RAPIDS - NEW FIRE H
GRAND RAPIDS, MN 55744

Ship To: TNT CONSTRUCTION GROUP LLC
40 COUNTY ROAD 63
GRAND RAPIDS - NEW FIRE H
GRAND RAPIDS, MN 55744

Cust PO#:

Job Name: GRAND RAPIDS - NEW FIRE H

Item	Description	Quantity	Net Price	UM	Total
AFT52PU	6 CL52 CL DI FASTITE PIPE	20	23.750	FT	475.00
DMJLSLAU	DOM 6X12 MJ C153 LONG SLV L/A	1	128.880	EA	128.88
E110600	6 MEGALUG F/ DI	2	26.340	EA	52.68
DCBTBNFNAIS	3/4X3-1/2 CORE BLU MJ T- N&B AIS	12	3.620	EA	43.44
MJGAU	6 MJ GSKT	2	3.670	EA	7.34
P40BEPX20	8X20 FT PVC S40 BE PIPE	30	902.500	C	270.75
O30758	32 OZ PURP PRMR - NSF LISTED	1	15.990	EA	15.99
O31133	32 OZ PVC ALL WEATHER CLR CMNT	1	17.490	EA	17.49
F105688	8 CI PVC X 8 CI PVC COUP	2	24.210	EA	48.42
SDR35SWPP10	4X10 SDR35 SW PVC SWR PIPE	30	2.250	FT	67.50
F105644	4 CI PVC X 4 CI PVC COUP	1	6.970	EA	6.97
DC40UIK4896	2X48X96 CERTIFOAM 40 UTL INSUL SHT	256	0.910	BF	232.96

Net Total: \$1367.42

Tax: \$114.64

Freight: \$0.00

Delivery: \$300.00

Total: \$1782.06

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

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

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

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

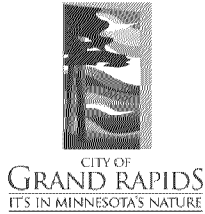


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Scan the QR code or use the link below to

complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2518&on=26686>



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider adopting a resolution supporting the application for funding by D. W. Jones for the acquisition/rehabilitation of Oakwood Terrace I, II and III as affordable family housing.
PREPARED BY: Rob Mattei

BACKGROUND:

As stated within the 2019 *Grand Rapids Housing Study*, as a community, we need to not only develop new housing to meet projected demand, we need to preserve our existing housing stock.

DW Jones is working on an application for funding with MHFA to acquire and rehabilitate the current Oakwood Terrace I, II and III. The Oakwood Terrace projects include seventy-two units of affordable housing located along 11th Ave. NE, adjacent to the Grand Rapids Sports Complex and East Elementary School.

They will be combined under the new entity name of Oakwood Terrace. The new entity will be adding 4 units of high priority homeless housing, serviced by Northland Counseling Center. The project will remain under management by D.W. Jones Management thru their Grand Rapids office.

The attached resolution states the City's general support for the project, a requirement of their application to MHFA.

ATTACHMENTS:

Resolution

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution supporting the application for funding by D. W. Jones for the acquisition/rehabilitation of Oakwood Terrace I, II and III as affordable family housing.

RESOLUTION NO. _____

**RESOLUTION SUPPORTING THE APPLICATION FOR FUNDING
BY D. W. JONES DEVELOPMENT, INC, DEVELOPER FOR THE
ACQUISITION/REHABILITATION OF
OAKWOOD TERRACE I, II AND III AS AFFORDABLE
FAMILY HOUSING IN THE CITY OF GRAND RAPIDS**

WHEREAS, the Oakwood Terrace Project is a seventy-two (72) unit tax credit housing project (the "Project") developed by D. W. Jones Development, Inc (the "Developer") for the City of Grand Rapids (the "City"); and

WHEREAS, the need to preserve affordable family housing in the City of Grand Rapids is well documented in the most recent Rental Housing Market Study completed by Community Research Services, LLC. The study concludes that there is a demand for affordable family housing projects in Grand Rapids and specifically recommends the continued preservation of tax credit housing projects. Oakwood Terrace will continue to meet the demand for housing as identified; and

WHEREAS, the Developer and the City are seeking funding from Minnesota Housing Finance Agency (the "MHFA") to assist with the financing of the acquisition/rehabilitation of the Project; and

WHEREAS, the City continues in its efforts to preserve and provide housing for the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Grand Rapids, Minnesota, County of Itasca, State of Minnesota, adopts this resolution expressing its general support for the acquisition/rehabilitation of the seventy-two (72) townhome affordable family housing units named Oakwood Terrace by D. W. Jones Development, Inc the Developer; and its commitment to acquire and rehabilitate the current housing project to completion.

ADOPTED by the City Council of the City of Grand Rapids, Minnesota this ____ day of _____, 2021, by the following vote:

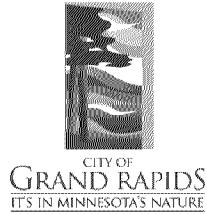
YES:

NO:

ABSENT:

Dale Christy, Mayor

Attest: _____
Tom Pagel, City Administrator



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider approving a resolution accepting a grant from the State of Minnesota and authorize signatures for the GPZ Apron lighting project
PREPARED BY: Matt Wegwerth, Public Works Director / City Engineer

BACKGROUND:

At the May 24, 2021 council meeting, bids were awarded for the GPZ apron lighting project contingent upon receiving a grant from the State of Minnesota. Attached is said grant. Total project cost is \$21,322, of which \$6,396.60 is the local share. The City's obligation is 50% of the local share, which is \$3,198.50. This was budgeted for 2021

ATTACHMENTS:

6-14-21 A3101-99 GPZ State Contract

REQUESTED COUNCIL ACTION:

A motion approving a resolution accepting a grant from the State of Minnesota and authorize signatures for the GPZ Apron lighting project

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

It is resolved by the **City of Grand Rapids** as follows:

1. That the state of Minnesota Agreement No. **1047298**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A3101-99** at the **Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport** is accepted.

2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Grand Rapids.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

- 1 This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Grand Rapids and County of Itasca, 420 Pokegama Ave N Grand Rapids, MN, 56479 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

2 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 2.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5. As required by Minn.Stat.§16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 2.2 **Expiration Date.** This agreement will expire on June 30, 2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 2.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 2.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A3101-99, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 2.5 **Exhibits.** Exhibit A (Credit Application Form) is attached and incorporated into this agreement.

3 Grantee's Duties

- 3.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 3.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 3.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 3.4 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).
- 3.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 3.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305,

subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

4 Time

4.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

5 Cost and Payment

5.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Apron Lighting	0%	70%	30%
Federal Committed:	\$ 0.00		
Federal Multiyear:	\$ 0.00		
State:	\$ 14,925.40		
Grantee:	\$ 6,396.60		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

5.2 Blank.

5.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

5.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$14,925.40.

5.5 Payment

5.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Reimbursement request schedule: continuous as needed.

5.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

5.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

5.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

5.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will

make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

5.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

5.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

5.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

5.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format.

5.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

6 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7 Authorized Representatives

7.1 The State's Authorized Representative is:

Matthew Lebens, North Region Airport Engineer, 395 John Ireland Blvd, St Paul MN, 55155, Phone 612-422-4171, matthew.lebens@state.mn.us, or his successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 Blank.

7.3 Grantee's Authorized Representative is: Tom Pagel; City Administrator, 420 Pokegama Ave N Grand Rapids, MN, 56479, 218-326-7600, tpagel@ci.grand-rapids.mn.us. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

8 Assignment Amendments, Waiver, and Grant Agreement Complete

8.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

8.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

8.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

8.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either

party.

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

9 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

10 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

11 Government Data Practices and Intellectual Property Rights

11.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

11.2 Intellectual Property Rights.

11.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

11.2.2 Obligations

11.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

11.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding

Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

12 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13 Publicity and Endorsement

13.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

13.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

14 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination; Suspension

15.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

15.3.1 It does not obtain funding from the Minnesota Legislature; or

15.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

17 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

18 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

19 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

20 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 Additional Provisions

[Intentionally left blank.]

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION
 OFFICE OF AERONAUTICS
 395 JOHN IRELAND BOULEVARD, MS 410
 ST. PAUL, MINNESOTA 55155-1800
 airportdevelopment@state.mn.us

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality _____

By _____

Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

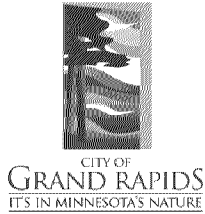
Signature

Subscribed and sworn to before me

this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider accepting a low quote from Casper Construction for the Linda Lane ditching project
PREPARED BY: Matt Wegwerth, Public Works Director / City Engineer

BACKGROUND:

The City requested quotes on a ditching project along Linda Lane to repair erosion and washout concerns. Two quotes were received and they are shown below:

Casper Construction - \$57,000
TNT Construction - \$79,800

The project will be funded with the Stormwater Utility fund.

ATTACHMENTS:

Linda Lane Quotation Form (Casper)
Linda Lane Quote (TNT)

REQUESTED COUNCIL ACTION:

A motion accepting a low quote from Casper Construction for the Linda Lane ditching project



QUOTATION FORM

Grand Rapids, MN
2021 Linda Lane Ditching
SEH Project GRANR 158701

Submit quotation form to Matt Wegwerth PE, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN by 3:00 pm on Tuesday, May 25th, 2021. Quotes can be mailed, hand delivered or emailed. If mailed or hand delivered, quote should be submitted in a sealed envelope to the City Clerks office:

Quote package shall include the following:

1. Quotation Form
2. Special Provisions
3. Plan Sheets – 2021 Linda Lane Ditching

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "2021 Linda Lane Ditching".

Project Description: The project includes Ditch Grading, Grading, Storm Sewer, Erosion Control and Turf Establishment.

Project will be completed on a lump sum, based on plan set labeled 2021 Linda Lane Ditching.

2021 Linda Lane Ditching Lump Sum Total \$57,000.00

We, the undersigned, doing business as CASPER CONSTRUCTION have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids, MN to furnish all labor, materials, equipment, skills and facilities for the complete construction of the 2021 Linda Lane Ditching as described herein. The lump sum price shown includes sales tax and all other applicable taxes, permits and fees.

Dated this 25th day of MAY, 2021
 Name of Company CASPER CONSTRUCTION
 Signature of Authorized Representative *[Signature]*
 Printed Name of Authorized Representative TOM ALVERSON
 Title of Authorized Representative PROJECT MANAGER
 Legal Address 212 SE 10th ST, GRAND RAPIDS, MN 55744
 Business Phone 218-326-9637
 Fax Number 218-326-9638

SPECIAL PROVISIONS

General:

1. Council will consider award on Monday, June 14, 2021
2. EJCDC Standard Form of Agreement Between Owner and Contractor on the Basis of Lump Sum will be executed for the project once a contractor is awarded the project.
3. EJCDC Standard General Conditions of the Construction Contract shall apply to the project.
4. All material shall be in accordance with applicable building codes and local specifications.
5. Prevailing wage requirements for the State of Minnesota, Grand Rapids, MN, apply to the project. Contractor shall adhere to Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
6. The Work will be substantially completed on or before August 27, 2021 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 9, 2021
7. Contractor shall coordinate work to meet the following:
 - a. Private Utility relocations shall be finalized prior to completing grading and paving.
8. Liquidated damages shall be set at \$300 per day for every day after the completion dates that the project is not complete.
9. Contractor will be required to submit a City Stormwater permit. Fee will be waived.

Construction:

1. Contractor will need to work with private utility companies to maintain schedule.
2. The Lump Sum price will prevail, no additional compensation will be made.

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QUOTATION FORM

Grand Rapids, MN
2021 Linda Lane Ditching
SEH Project GRANR 158701

Submit quotation form to Matt Wegwerth PE, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN by 3:00 pm on Tuesday, May 25th, 2021. Quotes can be mailed, hand delivered or emailed. If mailed or hand delivered, quote should be submitted in a sealed envelope to the City Clerks office:

Quote package shall include the following:

1. Quotation Form
2. Special Provisions
3. Plan Sheets – 2021 Linda Lane Ditching

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "2021 Linda Lane Ditching".

Project Description: The project includes Ditch Grading, Grading, Storm Sewer, Erosion Control and Turf Establishment.

Project will be completed on a lump sum, based on plan set labeled 2021 Linda Lane Ditching.

2021 Linda Lane Ditching Lump Sum Total 79800.00

We, the undersigned, doing business as TNT Construction Group have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids, MN to furnish all labor, materials, equipment, skills and facilities for the complete construction of the 2021 Linda Lane Ditching as described herein. The lump sum price shown includes sales tax and all other applicable taxes, permits and fees.

Dated this 21 day of May, 2021
 Name of Company TNT Construction Group LLC
 Signature of Authorized Representative [Signature]
 Printed Name of Authorized Representative Dominic Hillison
 Title of Authorized Representative PM
 Legal Address 40 County Road 43 Grand Rapids MN 55744
 Business Phone 218-326-4184
 Fax Number 218-326-9276

SPECIAL PROVISIONS

General:

1. Council will consider award on Monday, June 14, 2021
2. EJCDC Standard Form of Agreement Between Owner and Contractor on the Basis of Lump Sum will be executed for the project once a contractor is awarded the project.
3. EJCDC Standard General Conditions of the Construction Contract shall apply to the project.
4. All material shall be in accordance with applicable building codes and local specifications.
5. Prevailing wage requirements for the State of Minnesota, Grand Rapids, MN, apply to the project. Contractor shall adhere to Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
6. The Work will be substantially completed on or before August 27, 2021 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 9, 2021
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 - a. Private Utility relocations shall be finalized prior to completing grading and paving.
8. Liquidated damages shall be set at \$300 per day for every day after the completion dates that the project is not complete.
9. Contractor will be required to submit a City Stormwater permit. Fee will be waived.

Construction:

1. Contractor will need to work with private utility companies to maintain schedule.
2. The Lump Sum price will prevail, no additional compensation will be made.

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REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider approving amendment #2 with the State of Minnesota Maintenance and Operations Grant Contract for the GPZ Airport
PREPARED BY: Matt Wegwerth, Public Works Director / City Engineer

BACKGROUND:

The City currently has a grant contract (#1033491) with the State of Minnesota for Airport Maintenance and Operations. The attached amendment extends the expiration date from June 30, 2021 to May 6, 2024. The extension is necessary due to recently received CARES funds.

ATTACHMENTS:

6-14-21 GPZ M&O Grant Amendment #2

REQUESTED COUNCIL ACTION:

A motion approving amendment #2 with the State of Minnesota Maintenance and Operations Grant Contract for the GPZ Airport

**AMENDMENT # 02 TO STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT #1033491**

Contract Start Date:	07/01/2019	Original Contract Amount:	\$132,462.00
Orig. Contract Exp. Date:	06/30/2021	Prev. Amendment(s) Total:	\$69,000.00
Amended Exp. Date :	05/06/2024	Current Amendment Amount:	\$0.00
		Current Contract Total:	\$201,462.00

Project Identification: Airport Maintenance and Operations Activities.

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation (“State”) and Grand Rapids-Itasca County Airport Commission acting through its Grand Rapids City Council as Fiscal Agent for the Itasca County/Grand Rapids Airport (“Recipient”).

Recitals

1. The State has a contract with the Recipient identified as MnDOT Contract No. 1033491 (“Original Contract”) to provide reimbursement for eligible airport maintenance and operations activities.
2. The Original Contract is being amended to extend the time that state and federal funds are available.
3. The State and the Recipient are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Article 1.2. **Expiration Date**, is amended as follows:

- 1.2 **Expiration Date.** This contract will expire on ~~June 30, 2021~~ May 6, 2024.

REVISION 2. Article 5.1. **Consideration**, is amended as follows:

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **State Funds Reimbursement Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other state-eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State’s Authorized Representative.
 - 5.1.2. **Federal Funds Reimbursement Basis.** Recipient will be reimbursed for 100% of federally-eligible operating expenses not reimbursed by any other source. Eligible operating expenses will be determined at the discretion of State’s Authorized Representative, in cooperation with the Federal Aviation Administration’s local Airport District Office. Eligible expenses will be determined in accordance with the Federal Aviation Administration’s Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330), which is incorporated into this agreement by reference, and the CARES Act.
 - 5.1.3. **Priority of Reimbursement.** Costs that are eligible for both federal and state reimbursement will be reimbursed with federal funds, if available. If the federal funds available under section 5.1.6 of this agreement have been exhausted, these costs will then be reimbursed with state funds, if available.
 - 5.1.4. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.

- 5.1.5. **State Maintenance and Operation Amount.** State has currently obligated \$66,231.00 of state funding in each State fiscal year to reimburse other eligible costs at 75%. These State Maintenance and Operation funds are available for expenses incurred on or before December 31, 2021.
- 5.1.6. **Federal Operation Expenses Amount.** Recipient has been awarded \$69,000.00 in Federal CARES Act funding to reimburse federally-eligible costs at 100%. These Federal CARES Act funds are available for expenses incurred on or before May 6, 2024.
- 5.1.7. **Total Obligation.** The total obligation of State for all non-federal compensation and reimbursements to Recipient under this contract will not exceed \$132,462.00 (~~State fiscal years 2020 and 2021~~).

REVISION 3. Article 5.2.1. Invoices, is amended as follows:

5.2.1 **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. State reimbursements under section 5.1.5 must be submitted on State's credit application, which can be found at:

<http://dot.state.mn.us/aero/airportdevelopment/documents/mando/mocreditapplication.xlsx>

Final invoices for State reimbursements under section 5.1.5 must be received on or before February 1, 2022.

Federal reimbursements under section 5.1.6 must be submitted on the CARES Act spreadsheet, which can be found at:

<http://www.dot.state.mn.us/aero/airportdevelopment/documents/CARES-act-credit-application-attachment-16SEP2020-live.xlsx>

Final invoices for Federal reimbursements under section 5.1.6 must be received on or before July 1, 2024.

~~Reimbursement requests must be submitted according to the following schedule:~~

- ~~• On or after October 1, and no later than November 15, for the period July 1 through September 30.~~
- ~~• On or after January 1, and no later than February 15, for the period October 1 through December 31.~~
- ~~• On or after April 1, and no later than May 15, for the period January 1 through March 31.~~
- ~~• On or after July 1, and no later than August 15, for the period April 1 through June 30.~~

The State may reject costs that the State determines are not eligible maintenance and operations expenses.

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

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RECIPIENT

The RECIPIENT certifies that the appropriate person(s) have executed the contract on behalf of the RECIPIENT as required by applicable articles, bylaws, or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021

AGENDA ITEM: Consider approving the disposal of assets between \$700-\$4,999 no longer working or obsolete.

PREPARED BY: Travis Cole

BACKGROUND:

The Grand Rapids Fire Department has moved out of the old fire hall and recently did an audit on assets that are no longer working or obsolete so we can remove them from the assets between \$700-\$4,999. All items listed below meet the criteria above and do not have any value.

1. Elkhart Monitor
2. Maxiforce Rescue Bag
3. Fire Hall Exhaust System
4. Copystar Copier
5. Cement Firefighter Statute
6. GRFD Flag Poles

ATTACHMENTS:

City of Grand Rapids Assets Between \$700-\$4,999 Listing-Fire Department

REQUESTED COUNCIL ACTION:

Make a motion authorizing the disposal of the items listed above from the Grand Rapids Fire Department.

CITY OF GRAND RAPIDS
FIRE DEPARTMENT

Insurable items between \$700-\$4,999 under \$5,000 Asset Threshold as of December 2020

AssetIdNum/Vendor Name	AssetDesc1	AssetDesc2	DateAcquired	MfgName	MfgModel	MfgSerialNum	CostBasis
101600040	Elkhart Monitor		5/9/1989				1,225.00
101600041	Maxiforce Rescue Bag		5/15/1989				1,975.00
101600108	Portable Water Tank		7/20/1993	FIRETAK	MF2000	FTM2000W	1,241.00
101600115	Thunder Fog Nozzle W/Spinteeeth	Engine #113	12/13/1996	K & K PRODUCTS	#KK-200	FTS-200PSE #252993	1,158.19
101600116	Hi-Combat II 50 ft Hose 1-3/4"	Engine #113	12/3/1996	ANGUS FIRE EQUIP	HI-COMBAT II	62617050-II	2,760.00
101600121	SCBA (self contained breathing apj)		4/24/2000	SCBA		ZT077207	2,200.00
101600122	SCBA		4/24/2000	SCBA		ZT094166	2,200.00
101600123	SCBA		4/24/2000	SCBA		ZT097036	2,200.00
101600124	SCBA		4/24/2000	SCBA		ZT092017	2,200.00
101600125	SCBA		4/24/2000	SCBA		ZT094178	2,200.00
101600126	SCBA		4/24/2000	SCBA		ZT077174	2,200.00
101600127	SCBA		4/24/2000	SCBA		ZT077204	2,200.00
101600128	SCBA		4/24/2000	SCBA		ZT094172	2,200.00
101600129	SCBA		4/24/2000	SCBA		ZT094073	2,200.00
101600130	SCBA		4/24/2000	SCBA		ZT094165	2,200.00
101600131	SCBA		4/24/2000	SCBA		ZT096140	2,200.00
101600132	SCBA		4/24/2000	SCBA		ZT097006	2,200.00
101600133	SCBA		4/24/2000	SCBA		ZT097000	2,200.00
101600134	SCBA		4/24/2000	SCBA		ZT096132	2,200.00
101600135	SCBA		4/24/2000	SCBA		ZT094164	2,200.00
101600136	SCBA		4/24/2000	SCBA		ZT077278	2,200.00
101600137	SCBA		4/24/2000	SCBA		ZT096127	2,200.00
101600138	SCBA		4/24/2000	SCBA		ZT094167	2,200.00
101600139	SCBA		4/24/2000	SCBA		ZT097005	2,200.00
101600140	SCBA		4/24/2000	SCBA		ZT094176	2,200.00
101600141	SCBA		4/24/2000	SCBA		ZT097033	2,200.00
101600142	DBI Sala Sealed SRL-Winch	Tri Pod Portable Hand Winch	1/24/2001	DBI SALA	3400108	046779	2,340.87
101600053	Fire Hall Exhaust System		1/14/1986				3,500.00
	Dewalt Portable Sawzall	W/Battery Pack	10/1/2003	DEWALT	DW008	34190	1,700.00
	Weighted Dummy	Rescue Randy Adult rescue maniki	3/8/2004	SIMULAIDS	1435	004RD0222	1,022.38
	Fire Proff Cabinet		6/14/2004	EAGLE MFG	1992		984.34
	SCBA Tanks		12/31/2004	RANGER FIRE PROTECTION			2,277.00
Burggraf's	Tool Chest W/Top		12/8/2005	WATERLOO	TRX6013	292337	1,559.16
Donation	Automated External Defibrillator ba (AED) ROTARY & MEDS i (backro		1/9/2006	ZOLL	AED PLUS	X05607337	2,200.00
Meds-1 Inc	Automatd External Defibrillator #11 (AED) Purchased for Eng #114		12/12/2006	ZOLL	AED PLUS	X06E086110	1,500.00
Meds-1 Inc	Automated External Defibrillator #1 (AED) Purchased for Eng #118		12/12/2006	ZOLL	AED PLUS	X06K100211	1,500.00
Nords Auto Parts	Air Compressor		5/23/2006	CAST AIR	I518VC1-3	8050070	1,607.87
L & M Supply	Generator	Honda	5/23/2006	HONDA	EU3000is	EZGF-1168515	1,640.05
Atlas Outfitters	Rapid Deployment Rescue Craft	Inflatable Rescue craft w/paddles	2/27/2007	OCEANID	RDC-I	OCD62623C604	4,424.97
Stokes Printing	Copystar Copier	w/RDF, Duplex, 2 paper cassettes	5/15/2007	COPYSTAR	CS-2550	A3065836	4,093.75
Jack Dowell donated	Cement Fire Fighter Statue		5/29/2007	JACK DOWELLMEMORIAL DONATION			779.00

CITY OF GRAND RAPIDS

FIRE DEPARTMENT

Insurable items between \$700-\$4,999 under \$5,000 Asset Threshold as of December 2020

AssetIdNum/Vendor Name	AssetDesc1	AssetDesc2	DateAcquired	MfgName	MfgModel	MfgSerialNum	CostBasis
Flags! Georgia	2nd GRFD Flag Pole W/Flag & Ligt 40"		10/23/2007				3,130.47
Scan Mix Corp	Bronze Bell		3/3/2008		M19L		1,488.87
Jefferson Fire	21" Electric Suppression Fan	used for ventilation	12/31/2007	TEMPST	700-354C	092407-354c-00019	1,953.21
Red Rock Inc	Rescue Water Suit	Water Rescue	1/31/2002	MUSTANG ICE COMMANDER	IC-9001/02	210793	500.00
Red Rock Inc	Rescue Water Suit	Water Rescue	1/28/2008	MUSTANG ICE COMMANDER	IC-9001/02	210743	795.02
Red Rock Inc	Rescue Water Suit	Water Rescue	1/28/2008	MUSTANG ICE COMMANDER	IC-9001/02	210737	795.02
Red Rock Inc	Rescue Water Suit	Water Rescue	1/28/2008	MUSTANG ICE COMMANDER	IC-9001/02	210739	795.02
Red Rock Inc	Rescue Water Suit	Water Rescue	1/28/2008	MUSTANG ICE COMMANDER	IC-9001/02	210741	795.02
Red Rock Inc	Rescue Water Suit	Water Rescue	1/28/2008	MUSTANG ICE COMMANDER	IC-9001/02	210723	795.02
Red Rock Inc	Rescue Water Suit	Water Rescue	1/28/2008	MUSTANG ICE COMMANDER	IC-9001/02	210733	795.02
unknown	6 - Stern Life Vest Type II/III (Orang Water Rescue		unknown	STERNS	TYPE III		400.00
Red Rock Inc	6 - Type III W/V Work Vest (Orange Water Rescue		1/28/2008	MUSTANG SURVIVAL			474.85
Burggraf's	Rescue Saw Engine#114	Magnum Rescue	3/11/2008	STIHL	MS460	167781638	1,669.91
Rapids Welding	Welder W/Accessories	Millermatic	3/11/2008	MILLER	212	LJ020996B	3,874.41
Heiman	Eclipse T1 W/Truck Charger		12/7/2009	ECLIPSE T1			4,300.00
Heiman	Remote Area Lighting W/Tripod	4 Lights	12/14/2009		9430 RALS Pelican	23197	819.68
Robotronics	Sparky Fire Dog Animated Costume		10/14/2009				4,098.00
Northland Off Road	Sparky Costume Jacket & Pants	2nd set of Jacket & Pants/animater	2/24/2010				448.00
L & M Supply	Winch Frame Mounted to Eng #11	15,000 lb 12 volt including cable &	7/1/2011	WARN	15000DC	1608711	2,271.71
L & M Supply	Chainsaw Rescue 20"	Eng#119	12/21/2011	STIHL	MS460	173802285	1,635.19
L & M Supply	Chainsaw Rescue 20"	Eng#116	12/21/2011	STIHL	MS460	172582880	1,635.19
Mincio Technology	Panasonic Semi Ruggedized Laptc Eng #114		11/25/2011	PANASONIC			3,402.00
L & M Supply	Generator	Air Trailer	12/21/2012	HONDA	EU2000 I	EAAJ-2374175	913.73
Metro Fire	17 - 20" & 2 24" Turnout Gear Local Turnout Gear/Mustang Suit Lockers	2012/2013	6/17/2013	GEAR GRID	4020-13 & 4024-2	N/A	6,513.07
Metro Fire	13 - 20" Turnout Ger Lockers (Red Turnout Gear Lockers		6/17/2013	GEAR GRID	GGC402013/412183-84-85	W/13 Coat hangers	3,990.71
WP RS Mars Co.	8 Drawer Tool Chest	Waterloo	7/22/2013	WATERLOO	PCH528RD-L	112867	1,138.49
Atlas Business	Ice Commander	Cold Water Rescue Suit	10/16/2013	ATLAS OUTFITTERS	IC9001	201131-214422	752.25
Emergency Response Solutions	SCBA W/Heads Up Display		4/15/2014	MSA	Fire Hawk M72216PR14	LAH065169FS	4,105.35
Water Rescue Innovation	Arm-loc Water Rescue Devise (2)		2/10/2015	Flaimfighter	HT5625	N/A	1,198.00
Grand Forks Fire Equipment	Discharge Hose Tester	With Fittings	9/10/2015	Pro-Poly	N/A	N/A	3,331.76
Emergency Response Solutions	Pro-Poly Float Water Rope	Water Rescue	9/17/2015	Sthl	MS362C	282546915	540.78
Burggraf's	Sthl Chain Saw		12/10/2015	HIHI	TE60-03	58298	849.95
Rapids Welding	Hammer Drill		12/11/2015	Sensit Gold	Gold G2	G2-43404	1,200.00
Visa - Inspectorools	G2 Gas Detection Instrument EX (LEL)		7/28/2016	Globel	BM120	8482	964.00
Visa - Global	Flammable Liquid Storage Cabinet		9/17/2016	Skedo	Victim Sked	NSN 6530-01-259-8296	1,283.01
Emergency Response Solutions	Victim Rescue Ladder/Harness	for Thermal Imaging Camera	1/6/2017	MSA	Evolution 6000	10R-046941	725.67
Emergency Response Solutions	Vehicle Mount Charger		9/26/2017	Super Vac	Electric 720	5449	715.00
Reimb M.Liebel Do-Bid	Super Vac Fan		9/18/2017	Super Vac	Gas Powered	13586	1,225.97
Reimb M.Liebel Do-Bid	Super Vac Fan		9/18/2017	Akron	1725 ZT	A000116377	1,225.97
Clarey's Safety Equipment	Akron Hose Jet Nozzle		11/3/2017	Motorola	APX 4000	426CUJ2749	1,035.38
Itasca County Sheriff's Dept	Portable Radio		9/8/2018	Gray	TAUS3000	927-003749	2,794.00
Fastenal Company	Air Jack Stand	15 ton	12/10/2018	Gray	TAUS3000		2,099.00
Fastenal Company	Air Jack Stand	15 ton	12/10/2018	Gray	TAUS3000	927-003752	2,099.00

CITY OF GRAND RAPIDS
FIRE DEPARTMENT

Insurable items between \$700-\$4,999 under \$5,000 Asset Threshold as of December 2020

AssetIdNum/Vendor Name	AssetDesc1	AssetDesc2	DateAcquired	MfgName	MfgModel	MfgSerialNum	CostBasis
River Grand (donation)	Ice Commander		3/11/2019	Scottsman	CM W/Aqua Armor	by Agien	1,458.09
Heiman	Four Gas Detection Monitor		4/17/2019	Sensit Gold	4-Gas	2787	1,850.00
Sherwin-Williams	Nova Paint Sprayer		9/11/2019	GRACO	M-826237	B19A826237002287	1,232.11
NAPA + misc parts & install	Vertical Air Compressor	7.5 HP 120 Gal (Fund 479)	6/1/2020	Cast Air	17112VC2-S	5282014836	4,071.71
SHI Int'l Corp	Lenovo ThinkCentre Laptops		10/2/2020	Lenovo	M720q	SMJ0D6BEE6	910.00
SHI Int'l Corp	Lenovo ThinkCentre Laptops		10/2/2020	Lenovo	M720q	SMJ0D6BEF	910.00
SHI Int'l Corp	Lenovo ThinkCentre Laptops		10/2/2020	Lenovo	M720q	SMJ0D6BEK	910.00
SHI Int'l Corp	Lenovo ThinkCentre Laptops		10/2/2020	Lenovo	M720q	SMJ0D6BEB	910.00
SHI Int'l Corp	Lenovo ThinkPad E15		10/12/2020	Lenovo	E15	1S20RD005KUSPF26F8WD	974.00
SHI Int'l Corp	Getac Intel Core Processor		10/26/2020	Getac	S410 G3		2,116.63
VISA/Cleanfreak	Floor scrubber with brush		12/17/2020	Dura	18HD		1,556.81

TOTAL PAID BY 101-60

Total Equipment:

178,160.63

PAID BY HAZ-MAT

Metro Fire	CBRN Air Pack -Hazmat	4500 PR 14	4/17/2006	MSA	MMP/firehawk	APZ096123	3,875.00
Metro Fire	CBRN Air Pack -Hazmat	4500 PR 14	4/17/2006	MSA	MMP/firehawk	APZ087281	3,875.00
Metro Fire	CBRN Air Pack -Hazmat	4500 PR 14	4/17/2006	MSA	MMP/firehawk	APZ094918	3,875.00
Metro Fire	CBRN Air Pack -Hazmat	4500 PR 14	4/17/2006	MSA	MMP/firehawk	APZ087263	3,875.00
Metro Fire	Evidence Collection Kit (Hazmat)		10/9/2008				2,857.40
Metro Fire	Tec Suite XL-Hazmat	Hazmat	10/30/2008				1,863.16
Metro Fire	Tec Suite XL-Hazmat	Hazmat	10/30/2008				1,863.16
Metro Fire	Tec Suite XL-Hazmat	Hazmat	10/30/2008				1,863.16
Metro Fire	Tec Suite XL-Hazmat	Hazmat	10/30/2008				1,863.16
Metro Fire	Tec Suite XL-Hazmat	Hazmat	10/30/2008				1,863.15
Metro Fire	Tec Suite XL-Hazmat	Hazmat	10/30/2008				1,863.15
Metro Fire	Tec Suite XL-Hazmat	Hazmat	10/30/2008				1,863.15
Metro Fire	Tec Suite XL-Hazmat	Hazmat	10/30/2008				1,863.15
Metro Fire	Gas Monitor		8/21/2012	GALAXY			3,097.81
Metro Fire	Gas Monitor		8/21/2012	GALAXY			3,097.81
Metro Fire	Gas Monitor		8/21/2012	GALAXY			3,097.80
Metro Fire	Gas Monitor		8/21/2012	GALAXY			3,097.80
WP RS Mars Co.	Drain Blocker Drain Cover W/case (New Pig)		7/23/2015	Drain Blocker	NPCLPLR286		755.31
WP RS Mars Co.	Drain Blocker Drain Cover W/case (New Pig)		7/23/2015	Drain Blocker	NPCLPLR286		755.31
WP RS Mars Co.	Drain Blocker Drain Cover W/case (New Pig)		7/23/2015	Drain Blocker	NPCLPLR286		755.31
Clarey's Safety Equipment	Level I Hazmat Suits		9/11/2015	Onesuit	1S-A-XL	A-3746	1,715.00
Clarey's Safety Equipment	Level I Hazmat Suits		9/11/2015	Onesuit	1S-A-XL	A-3756	1,715.00
Clarey's Safety Equipment	Level I Hazmat Suits		9/11/2015	Onesuit	1S-A-LG	A-3752	1,715.00
Clarey's Safety Equipment	Level I Hazmat Suits		9/11/2015	Onesuit	1S-A-2X	A-3753	1,715.00
Clarey's Safety Equipment	Smoke Machine	Training equipment	9/29/2017	Battle Fogger	Tele-Lite	TBTFE17010R7	1,219.00
Clarey's Safety Equipment	Auto RAE Controller		10/4/2017	RAE Systems	Auto RAE 2	T02-3001-000	1,650.00
Clarey's Safety Equipment	Auto RAE Cradle MultiRAE		10/4/2017	Auto RAE Cradle Multi RAE	Multi	T02-3004-000	1,382.00
Clarey's Safety Equipment	Auto RAE Toxi RAE Cradle		10/4/2017	Auto RAE Toxi Cradle	Toxi RAE	T02-3101-000	749.20

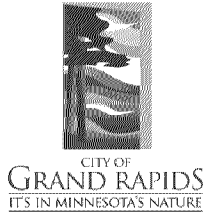
CITY OF GRAND RAPIDS
FIRE DEPARTMENT

Insurable Items between \$700-\$4,999 under \$5,000 Asset Threshold as of December 2020

AssetIdNum/Vendor Name	AssetDesc1	AssetDesc2	DateAcquired	MfgName	MfgModel	MfgSerialNum	CostBasis
Emergency Response Solutions	Galaxy 4 Gas Monitor	& Calibration System	9/11/2018	Altair Detector Monitor	Altair	37928	3,930.47
L & M Supply	Stihl Chain Saw	Not assigned to an Engine	9/12/2019	STIHL	MS362C	186900899	721.95
Emergency Response Solutions	MSA Kit M7 Air Pack		12/10/2019				1,791.41
MacQueen Emergency	Multigas Detector		9/23/2020	Altair Detector Monitor	Altair	00140966	819.23
MacQueen Emergency	Multigas Detector		9/23/2020	Altair Detector Monitor	Altair	00140983	819.23
Municap Emergency Services	V320 Thermal Imager		9/30/2020	Flir	V320	11552028014020	2,653.45
VISA/First Line	Dahlgrens Decontamination System		9/10/2020	Dahlgren			3,776.64

TOTAL HAZ-MAT

74,292.37



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider adopting a resolution accepting a \$6,222 dollar grant from Enbridge Inc. for the Fire Department
PREPARED BY: Travis Cole

BACKGROUND:

At the March 22, 2021 City Council Meeting, the Fire Department was authorized to apply for an Enbridge Safe Community Grant. The Grand Rapids Fire Department was recently notified that it will be receiving a \$6,222 dollar grant.

The fire department will be using the Enbridge grant to help purchase tools and safety equipment for our new fire engine.

ATTACHMENTS:

FD Enbridge Donation Resolution

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting a \$6,222 dollar grant from the Enbridge Inc. and authorize the Mayor to sign the attached resolution.

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

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A \$6,222 GRANT FROM ENBRIDGE'S SAFE COMMUNITY FIRST RESPONDER GRANT PROGRAM FOR THE GRAND RAPIDS FIRE DEPARTMENT TO PURCHASE TOOLS & SAFETY EQUIPMENT

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

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

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

- Enbridge's Safe Community First Responder grant program has awarded \$6,222 for use by the Grand Rapids Fire Department to purchase tools and safety equipment.

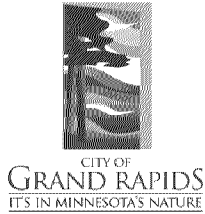
Adopted this 14th day of June 2021.

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider approving the disposal of fixed assets no longer working or obsolete.

PREPARED BY: Travis Cole

BACKGROUND:

The Grand Rapids Fire Department has moved out of the old fire hall and recently did an audit on assets that are no longer working or obsolete so we can remove them from the Asset List. All items listed below meet the criteria above and do not have any value.

1. Argus Thermal Imaging Camera
2. Vehicle Exhaust System
3. Audio/visual projection equipment
4. Hazmat wireless video equipment
5. GRFD Photo ID Credentialing
6. Handheld Chemical ID Kit
7. Fire Hall Building (18 NE 5th Street)
8. Raynor Tricore Steel Door
9. Fire Hall Boiler Replacement
10. Fire & PD Access Control Keyless Entry

ATTACHMENTS:

City of Grand Rapids Fixed Assets Listing-Fire Department

REQUESTED COUNCIL ACTION:

Make a motion authorizing the disposal of the items listed above from the Grand Rapids Fire Department.

CITY OF GRAND RAPIDS
 FIXED ASSETS LISTING

DEPARTMENT:60 FIRE DEPT
 Ending Depreciation Date: 12/31/2020

ASSET ID	DESCRIPTION	STATUS	LOCATION CODE	SERV. DATE	DEPR. TYPE	USEFUL LIFE	COST BASIS	ACQUIRE DATE	RETIRE DATE
101-10-0063	OUTDOOR WARNING SIREN SYSTEM	ACTIVE	60	12 2000	SL	240	48,531.06	12/31/2000	
101-60-0014	EARLY EMERGENCY WARNING SYSTEM	ACTIVE	60	01 1921	SL	120	21,250.00	01/01/1921	
101-60-0059	MISC FIRE EQUIPMENT	ACTIVE	60	03 1987	SL	240	112,315.00	03/11/1987	
101-60-0117	FIRE TRUCK ENG#115	ACTIVE	60	03 1987	SL	240	112,315.00	03/11/1987	
101-60-0144	W/CUSTOM BUILT APPARATUS	ACTIVE	60	10 1998	SL	84	17,040.00	10/24/1998	
101-60-0145	ARGUS THERMAL IMAGING CAMERA	ACTIVE	60	05 2002	SL	240	37,882.00	05/13/2002	
101-60-0146	VEHICLE EXHAUST SYSTEM	ACTIVE	60	04 2004	SL	120	5,600.00	04/27/2004	
101-60-0147	CENETAUR SPREADER & CHAIN SET	ACTIVE	60	04 2004	SL	120	17,695.00	04/12/2004	
101-60-0149	CENETAUR CUTTER, PUMP & RAM	ACTIVE	60	03 2004	SL	120	13,662.19	03/09/2004	
101-60-0150	EQUIPMENT DRYER	ACTIVE	60	12 2004	SL	120	15,500.00	12/07/2004	
101-60-0151	BAUER CONTAINMENT SYSTEM	ACTIVE	60	01 2005	SL	120	16,750.00	01/01/2005	
101-60-0152	STATE GRANT MONEY EQUIP	ACTIVE	60	12 2005	SL	120	12,356.08	12/31/2005	
101-60-0153	BAUER CONTAINMENT SYSTEM	ACTIVE	60	12 2005	SL	120	12,356.08	12/31/2005	
101-60-0154	IT CITY DONATION	ACTIVE	60	09 2005	SL	120	12,340.00	09/13/2005	
101-60-0157	CNTY-WIDE AIR SUPPORT TRAILER	ACTIVE	60	01 2006	SL	120	5,213.29	01/01/2006	
101-60-0158	ADD#101-60-0153 FOR TOTAL COST	ACTIVE	60	01 2006	SL	84	6,603.96	01/21/2006	
101-60-0159	BULLARD THERMAL IMAGING CAMERA	ACTIVE	60	08 2007	SL	180	11,744.95	08/20/2007	
101-60-0160	ADDT'L AIR SUPPORT TLR COSTS	ACTIVE	60	06 2008	SL	120	12,770.42	06/16/2008	
101-60-0162	ADD TO #101-60-0151 COSTS	ACTIVE	60	05 2008	SL	120	105,000.00	05/23/2008	
101-60-0163	AUDIO/VISUAL PROJECTION SYSTEM	ACTIVE	60	01 2009	SL	120	43,844.24	01/14/2009	
101-60-0164	\$4,580.59 EXPD IN '05	ACTIVE	60	03 2010	SL	84	17,915.19	03/10/2010	
101-60-0165	BAUER VERTICAL AIR COMPRESSOR	ACTIVE	60	05 2010	SL	84	12,547.64	05/10/2010	
101-60-0166	BAUER CFSII CONTAINMENT FILL	ACTIVE	60	01 2011	SL	120	48,482.99	01/31/2011	
101-60-0167	STATION	ACTIVE	60	12 2011	SL	120	7,061.69	12/23/2011	
101-60-0168	(20) FIREHAWK SELF CONTAINED	ACTIVE	60	12 2011	SL	300	25,816.00	12/30/2011	
	BREATHING APPARATUS (SCBA'S)	ACTIVE	60	03 2012	SL	120	107,419.67	03/05/2012	
	(19)MOTOROLA XTS 2500	ACTIVE	60	03 2013	SL	120	17,105.08	03/26/2013	
	PORTABLE RADIOS	ACTIVE	60						
	HAZMAT WIRELESS VIDEO SYSTEM	ACTIVE	60						
	GRFD PHOTO ID CREDENTIALING	ACTIVE	60						
	EQP PKG	ACTIVE	60						
	(20)MOTOROLA XTS 2500 RADIOS	ACTIVE	60						
	870 CHANNEL, 800MHZ	ACTIVE	60						
	UC40 COMMERCIAL WASHER	ACTIVE	60						
	GENESIS EXTRICATION EQUIP	ACTIVE	60						
	HANDHELD CHEMICAL ID KIT	ACTIVE	60						
	MULTIRAE GAS MONITORING SYSTEM	ACTIVE	60						
	MONITORS & MODEM	ACTIVE	60						

CITY OF GRAND RAPIDS
 FIXED ASSETS LISTING

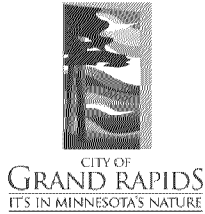
DEPARTMENT:60 FIRE DEPT
 Ending Depreciation Date: 12/31/2020

ASSET ID	DESCRIPTION	STATUS	LOCATION CODE	SERV. DATE	DEPR. TYPE	USEFUL LIFE	COST BASIS	ACQUIRE DATE	RETIRE DATE
101-60-0170	THERMAL IMAGING CAMERA	ACTIVE	60	09 2017	SL	120	7,499.00	09/26/2017	
101-60-0171	RAE PRO GAS DETECTION MONITOR	ACTIVE	60	09 2017	SL	120	10,000.00	09/25/2017	
101-60-0172	RAE PRO GAS DETECTION MONITOR	ACTIVE	60	09 2017	SL	120	10,000.00	09/25/2017	
101-60-0173	GENESIS CUTTER EFORCE 2.0	ACTIVE	60	12 2018	SL	300	11,700.00	12/31/2018	
101-60-0174	GENESIS SPREADER EFORCE 2.0	ACTIVE	60	12 2018	SL	300	11,470.00	12/31/2018	
101-60-6002	PUMPER-#116 QUANTUM TANKER M11 SERIES	ACTIVE	60	06 1997	SL	260	291,261.00	06/30/1997	
101-60-6004	2002 FORD CHASIS MINI PUMPER #113	ACTIVE	60	10 2001	SL	240	121,986.00	10/23/2001	
101-60-6006	PIERCE STERLING CHASSIS #111 TRUCK #111	ACTIVE	60	11 2003	SL	240	260,009.00	11/19/2003	
101-60-6007	2009 PIERCE QUANTUM 95' AERIAL UNIT #119	ACTIVE	60	09 2009	SL	180	981,027.00	09/18/2009	
101-60-6008	2014 KME RESCUE PUMPER #114	ACTIVE	60	12 2013	SL	300	603,472.23	12/05/2013	
101-60-6009	2015 CHEVROLET TAHOE #118 LIGHTING ID#101-60-6010	ACTIVE	60	10 2014	SL	96	40,149.41	10/06/2014	
101-60-6010	LIGHTING FOR FIRE SQUAD #118 ASSET ID #101-60-6009	ACTIVE	60	02 2015	SL	84	2,429.99	02/10/2015	
101-60-6011	2019 DODGE RAM 3500 #117	ACTIVE	60	08 2019	SL	96	33,899.88	08/27/2019	
SUMMARY FOR EQUIP/MACHINERY/FURNITURE/FIX							3,137,349.96		
CLASS: BUILDINGS/BUILDING IMP									
101-60-0062	FIRE HALL BUILDING	ACTIVE	60	01 1921	SL	480	430,448.31	01/01/1921	
101-60-0063	RAYNOR TRICORE STEEL DOOR OVERHEAD DOOR	ACTIVE	60	09 1988	SL	240	5,582.00	09/28/1988	
101-60-0111	SOUTHSIDE FIRE STATION	ACTIVE	60	08 1995	SL	480	46,928.12	08/08/1995	
101-60-0161	FIRE HALL BOILER REPLCMT	ACTIVE	60	11 2009	SL	240	51,793.11	11/04/2009	
101-60-0169	FIRE & PD ACCESS CONTROL KEYLESS ENTRY	ACTIVE	60	08 2013	SL	144	38,746.83	08/21/2013	
SUMMARY FOR BUILDINGS/BUILDING IMP							573,498.37		
SUMMARY FOR PUBLIC SAFETY							3,710,848.33		
SUMMARY FOR FIRE DEPT							3,710,848.33		

5 ASSET(S)

43 ASSET(S)

43 ASSET(S)



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider signing into a 5 year contract for network services with Paul Bunyan Communications for connectivity at the new Fire Hall.
PREPARED BY: Erik Scott

BACKGROUND:

The new Fire Hall facility will need network connectivity back to the main City network. Paul Bunyan can provide us with a full 1,000 Mb connection back to our datacenter for \$300/month with a 5 year agreement.

ATTACHMENTS:

MetE_Contract-CityOfGrandRapids-104_SE11thSt.pdf

REQUESTED COUNCIL ACTION:

Make a motion approving a 5 year agreement with Paul Bunyan Communications for Metro Ethernet service at the new Fire Hall and authorize the Mayor to sign the agreement.

**PAUL BUNYAN RURAL TELEPHONE COOPERATIVE
AGREEMENT FOR SERVICES**

This Agreement is made and entered into this (DATE) _____, by and between the City of Grand Rapids Minnesota ("CUSTOMER") and Paul Bunyan Rural Telephone Cooperative ("PBC"), hereinafter jointly referred to as the "Parties".

This agreement provides the terms and conditions upon which PBC will provide services to CUSTOMER.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, PBC and CUSTOMER covenant and agree as follows:

1. Service:

CUSTOMER shall purchase and PBC shall provide to CUSTOMER the following (the "SERVICE"):

1) Dedicated MetroEthernet Service with a data rate limit of 1,000Mbps at the following LOCATION(s) or other nearby mutually agreeable location:

LOCATION1: 104 SE 11th Street, Grand Rapids, MN.

The SERVICE may be resold or shared ONLY to persons or entities physically located at the LOCATION(s) identified above. SERVICE shall NOT be resold or shared in any other manner.

2. Charges for Service/Billing Period

CUSTOMER shall pay PBC for the SERVICE at the rate of \$300.00 per month for each month of the calendar year whether or not the SERVICE is used by CUSTOMER.

\$0.00 for activation of SERVICE.

CUSTOMER will pay - 0 - in advance towards charges accrued under this agreement.

PBC shall invoice CUSTOMER in advance on the first of each month, and payment shall be due within 10 days of the invoice date. After 30 days late, payments penalties and interest of up to 1.5%/month (18% Annual Rate) or the maximum allowed by law may apply.

Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent.

PBC shall have the right to charge CUSTOMER for payment any taxes, regulatory fees, or charges imposed by any governmental entity with jurisdiction.

3. Limitations of Liability and Disclaimer of Warranties; Indemnification

A. **CUSTOMER acknowledges that the SERVICE is provided on an "AS IS" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose.** Under no circumstances, including negligence by PBC or any other person or entity involved in providing the SERVICE, shall PBC or its employees, directors, agents, affiliates or subcontractors, be liable to CUSTOMER, to any customer of CUSTOMER or to any user of the SERVICE, or to any other person for any direct, indirect, incidental, special or consequential damages, including but not limited to loss of profits, that may result from the inability to use, omission, deletion, interruption or any other failure of performances or malfunction of the SERVICE from any cause whatsoever or from any breach of this Agreement. CUSTOMER's sole remedy shall be a service credit for the period of time, if any, that the SERVICE is not in operation as required hereunder.

4. Content of User Communications

User communications, including any information stored on any devices provided by PBC, are the sole responsibility of CUSTOMER. CUSTOMER agrees to use SERVICE in compliance with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders.

CUSTOMER agrees to use SERVICE in compliance with any acceptable use policies, rules, or regulations that PBC may establish to protect the security, integrity, or reliability of its systems.

5. Term/Cancellation of Agreement

The term of this Agreement shall be sixty (60) months, beginning on the date that PBC notifies CUSTOMER that service is available for use, subject to early termination as specifically provided herein. Thereafter, this Agreement shall continue to renew in annual periods until either party cancels this Agreement upon one month written notice to the other party.

If CUSTOMER terminates this agreement prior to completion of the term listed above, CUSTOMER agrees to immediately pay EARLY TERMINATION CHARGES equal to \$200.00 per location times the number of calendar months (or fraction thereof) remaining in the agreement.

In the event that CUSTOMER wishes to change to an alternative Service Location, if technically, commercially, and physically feasible and requested by CUSTOMER, PBC will move the service to new location. CUSTOMER agrees to pay all costs incurred by PBC for moving service to new location.

6. Force Majeure

PBC shall be excused from performance if its performance is prevented by acts or events beyond its reasonable control including but not limited to: severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

CUSTOMER shall be excused from performance other than payment obligations if its performance is prevented by acts or events beyond its reasonable control including but not limited to: severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

7. Default by CUSTOMER

CUSTOMER shall be in default hereunder for: (1) failing to make any payment owed hereunder, when due; (2) breaching any of the terms, conditions, covenants, warranties or representations herein; or (3) filing or initiating proceedings seeking liquidation, reorganization or other such relief under any bankruptcy or insolvency law (state or federal); provided, however, that CUSTOMER shall be given ninety (90) days to remove any such involuntary proceeding.

In the event CUSTOMER is in default under this Agreement, and does not cure such default within any time period for cure which is specified under this Agreement (or within five (5) days, after notice from PBC if no cure period is specified), then PBC shall have the right to either: (a) suspend or interrupt provision of the SERVICES to CUSTOMER; or (b) terminate this Agreement in its entirety without further notice to CUSTOMER or other person. In any event, PBC shall not be precluded from pursuing any other remedy against CUSTOMER available to PBC at law or in equity.

8. Confidentiality

PBC shall maintain the confidentiality of any information identified by CUSTOMER as "proprietary", "confidential" or "trade secret" and shall not disclose to any other person the contents of such information or make copies of such information, whether by electronic, optical or other means, whether during the term of this agreement or for a period of 48 months after termination of this Agreement.

CUSTOMER shall maintain the confidentiality of any information identified by PBC as "proprietary", "confidential" or "trade secret" and shall not disclose to any other person the contents of such information or make copies of such information, whether by electronic, optical or other means, whether during the term of this agreement or for a period of 48 months after termination of this Agreement.

9. Authority

Each Party acknowledges that it has full power and authority to enter into and perform the provisions set forth in this Agreement, and that the individual or individuals executing this Agreement on behalf of each Party have been properly authorized and empowered to enter into this Agreement.

10. Miscellaneous

Failure or delay by either party to exercise any right, power, or privilege hereunder, will not operate as a waiver hereto.

This contract may not be assigned to any third party without the written consent of PBC.

This agreement constitutes the entire understanding between CUSTOMER and PBC, and supersedes any prior agreements or understandings.

This Agreement shall be governed by the laws of the state of Minnesota.

In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of the Agreement shall continue in effect.

Title to, and ownership of, all equipment and facilities PBC uses in supplying SERVICE is and remains with PBC. PBC will supply SERVICE described in this Agreement in any manner and by means of any equipment, software, and facilities PBC chooses. The method of providing of SERVICE is a matter within PBC's sole discretion.

Installation of service may require PBC to install equipment at customer LOCATION(S). If said equipment requires electrical power, it shall be the responsibility of the CUSTOMER to provide adequate and reliable power at CUSTOMER expense. It shall be the responsibility of CUSTOMER to provide a reasonable environment for said equipment. A reasonable environment includes appropriate temperature, humidity, security, protection from liquids and hazardous substances, and protection from loss and physical damage.

If CUSTOMER has unusual requirements that cause PBC to incur additional expenses to install, access, repair, or maintain the SERVICE, CUSTOMER shall pay PBC the additional expenses incurred due to said requirements. This includes, but is not limited to, installation during non-business hours, installation on towers or other hazardous locations, CUSTOMER required fees, additional training, staffing, certification, or safety equipment.

If installation of SERVICE requires installation of cable, equipment, or other facilities, CUSTOMER grants a perpetual zero cost easement to PBC with the following rights: 1) Ingress to and egress by reasonable routes across owner's property; 2) To operate, inspect, maintain, repair and replace PBC facilities; 3) To license, permit or otherwise agree to the joint use or occupancy of said facilities by any other person, firm, or corporation for communication purposes; 4) To make changes, alterations, improvements, substitutions, and additions to the existing facilities for communications services.

CUSTOMER:

Signed: _____

Dated: _____

By: _____

Its: _____

PAUL BUNYAN RURAL
TELEPHONE COOPERATIVE:

Signed: _____

Dated: _____

By: _____

Its: _____

Customer Billing Information:

Name

Address

City, State Zip

Telephone Number

E-Mail Address

Customer Contact Information:

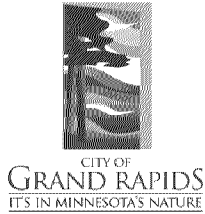
Name

Address

City, State Zip

Telephone Number

E-Mail Address



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider approving a quote for a new air conditioner at the GPZ Airport
PREPARED BY: Matt Wegwerth, Public Works Director / City Engineer

BACKGROUND:

The Airport owned FBO hangar air conditioning unit is failing and needs to be replaced. Two quotes were received to replace the unit:

Rapids Plumbing - \$8,930.00
Northern Air - \$9,860.00

Based on the quotes, it is recommended to award the bid to Rapids Plumbing. The project will be funded with the maintenance/operation budget.

ATTACHMENTS:

6-14-21 GPZ AC replacement

REQUESTED COUNCIL ACTION:

A motion approving a proposal from Rapids Plumbing to replace the air conditioning system at the GPZ FBO hangar.

Proposal

Northern Air Plumbing & Heating of Grand Rapids, Inc.

33204 Shadywood Road
Grand Rapids, MN 55744
northernairph@yahoo.com
218-327-9361

May 20, 2021

City of Grand Rapids
Attn: Everett

Airways Building

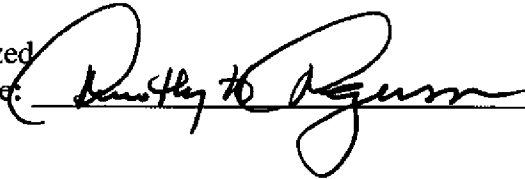
We propose hereby to furnish material and labor – complete in accordance with specifications below:

See individual options listed below.

Payments to be made as follows:

Payments as billed

Authorized
Signature:



Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

Heating: \$9860.00

1-Carrier FB4CNP060L00 air handler

1-Carrier 24ABB360 condensing unit

1-Lineset will be installed to the new unit

1-Honeywell T4 thermostat

1-Duragrid pad for the condensing unit

A return air grille will be supplied in the ceiling of the main floor.

A filter will be provided in the system.

A permit from the city is included.

No control or high voltage wiring included.

Acceptance of Proposal :

I authorize Northern Air Plumbing and Heating of Grand Rapids, Inc. to proceed with the work as bid.

I understand that I am liable for payment of all work done, supplies used, as well as any extra charges incurred such as state filing fees, testing, and building permits.

If, during the performance of the contract, the price of the material significantly increases, through no fault of the contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by contractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of material is delayed, through no fault of the contractor, as a result of the shortage or unavailability of said equipment or materials, Northern Air Plumbing and Heating of Grand Rapids, Inc. shall not be liable for any additional costs or damages associated with such delay(s).

I agree that if any invoice for services are not paid when due, then all of the principle and interest shall at the election of Northern Air Plumbing and Heating of Grand Rapids, Inc. become due and payable at once and from the date of such selection this bill shall bear interest at 18% per annual. The makers, endorsers, guarantors and sureties hereby jointly and severally agree to pay all costs of collection including reasonable attorney's fees. If the unpaid balance is referred to an attorney for collection the undersigned authorizes any attorney of record to confess judgment to the entered, by any court which may have jurisdiction, at any time after default in payment shall occur and hereby waive all exceptions to the extent permitted by law.

Any faucets and fixtures not supplied by Northern Air are subject to additional charges for any missing or defective parts or repairs. Appliances are to be placed in proper location for connection or there will be additional charges.

PRE-LIEN NOTICE – THE FOLLOWING NOTICE IS PROVIDED TO YOU AS REQUIRED BY LAW:

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

SIGNATURE _____ DATE _____

RAPIDS

Plumbing & Heating, Inc.
Mechanical Contractors

PROPOSAL AIR CONDITIONER REPLACEMENT AT AIRWAYS AVIATION REVISED

May 27, 2021

To: Everett at City of Grand Rapids
From: Jim Shaw

We propose to furnish all labor and material for to replace the air conditioning system serving the Airways Aviation space at 1500 SE 7th Ave, Grand Rapids

This includes the air handler, the line set and the outside condenser

We are providing two prices for this project for differing efficiencies. The SEER rating indicates the overall efficiency of the system. The higher the SEER rating, the greater the efficiency.

13 SEER price:	\$7,800.00
Permit estimate:	\$260.00

16 SEER price:	\$8,630.00
Permit estimate:	\$300.00

James O. Shaw

ITEM # 16a



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Approve retiring city assets and utilizing Bert's Trucks Auction Service out of Moorhead, MN.
PREPARED BY: Cynthia Lyman

BACKGROUND:

The Public Works Department along with the Itasca Calvary Cemetery has several pieces of equipment that are no longer in use and they would like to sell them at auction. Attached is a list of equipment identifying the assets that they wish to retire. These items will be taken to the auction along with other government items from the county to the auction site for auction June 21st.

ATTACHMENTS:

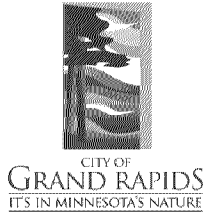
REQUESTED COUNCIL ACTION:

Make a motion to approve the retirement of city assets utilizing the auction service of Bert's Trucks of Moorhead, MN on June 21, 2021.

2021 Auction Items

Serial#

2016 John Deere XD354 Mower	Cemetery #C001	1M0X354APGM010701
2017 John Deere XD354 Mower	Cemetery #C092	1M0X354ALHM030392
2017 John Deere XD354 Mower	Cemetery #C096	1M0X354ACGM011996
1977 Case Skid Steer (replaced with ASV in 2021)	Cemetery #C089	JAF0294302 M# 1845C
1977 Case Skid Steer Backhoe Attachment	Cemetery #C068	JAF029976 M#D125 H939218
Snowalker ASV Plate Attachments (2)	Public Works	
1997 Ballfield Groomer 101-70-0126	Public Works	30515



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider the appointment of Amanda Watkins to the position of Public Services Clerk I at the Grand Rapids Area Library.
PREPARED BY: Lynn DeGrio

BACKGROUND:

At a previous City Council meeting, the Council authorized City Staff to post the Part-time Public Services Clerk I position at the Grand Rapids Area Library (GRAL). The position was posted and interviews were conducted. The interview committee consisting of Library Board Member Cyndy Martin, Director of Library Services Will Richter, Assistant Director Amy Dettmer, and Director of Human Resources Lynn DeGrio recommended the appointment of Amanda Watkins to the full Library Board at their June 9, 2021 monthly Board meeting.

The Library Board, in turn, is recommending the appointment of Amanda Watkins to the position of Public Services Clerk I at the Grand Rapids Area Library effective June 15, 2021 at a rate of \$17.24 hour per the bargaining agreement by and between the City of Grand Rapids and AFSCME Council 65.

Amanda graduated from Hill City High School and attended Itasca Community College for one year. She has been working at the GRAL through Personnel Dynamics since August 2017. In 2019 Amanda was the “Artastic” Programmer at GRAL where she developed art projects, prepped and lead hands-on programs, and facilitated creative learning opportunities for

REQUESTED COUNCIL ACTION:

Make a motion to appoint Amanda Watkins to the position of Public Services Clerk I at the Grand Rapids Area Library effective June 15, 2021 at a rate of \$17.24 per hour as recommended by the Library Board.



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider appointing Shawn Graeber and Lance Kuschel to the positions of Rental Inspector/Firefighter with the Grand Rapids Fire Department effective August 1, 2021.
PREPARED BY: Lynn DeGrio

BACKGROUND:

At a previous City Council meeting, the Council authorized City staff to begin the process of filling two full-time Rental Inspector/Firefighter positions. The positions were posted internally, we received 8 letters of interest with resumes, and interviews were held.

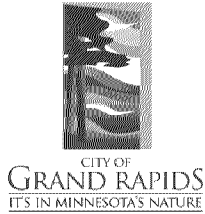
The Interview Committee consisting of Fire Chief Travis Cole, Director of Community Development Rob Mattei, and Building Official/Facilities Maintenance Manager Nathan Morlan are recommending the appointments to Shawn Graeber and Lance Kuschel.

Shawn Graeber has more than 19 years of experience on the GRFD, serving as Firefighter, Hazmat Officer, Fire Captain and is currently the 2nd Assistant Fire Chief. He also held the position of Fire Inspector for the City of Grand Rapids from May 2006 – June 2008.

Lance Kuschel has been with the GRFD for over six years. He has training with the Minnesota State Fire Marshall code Academy and has passed the written exam portion of the Fire Inspector I certificate. He is awaiting the results for the skills portion of the exam.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Shawn Graeber and Lance Kuschel to the positions of Rental Inspector/Firefight with the Grand Rapids Fire Department effective August 1, 2021 at an annual rate of \$56,996.16.



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider adopting a revised resolution authorizing a grant application to the United States Economic Development Administration (US EDA) for the Grand Rapids/Cohasset Industrial Park Infrastructure Project.
PREPARED BY: Rob Mattei

BACKGROUND:

On August 10, 2020, the City Council adopted a resolution authorizing a grant application to the US EDA for the sanitary sewer and water infrastructure extension to the former Ainsworth OSB plant, a 216-acre site on County Rd. 63 located in both Grand Rapids and Cohasset. The application requested up to \$3,041,568 of grant funds for the estimated \$3.9M project cost. This request for 80% of the project cost was temporarily available through the CARES Act.

On February 22, 2021, staff received a Letter of Decision from the US EDA stating that the grant request would be further considered for \$1,900,600 (approximately 50% of the project cost) under their traditional Public Works Program.

With this offer by the US EDA requiring additional local match, staff has communicated with old and new funding partners to develop an equitable approach to funding the project. Attached to this request are two spreadsheets. The first provides a breakdown of sources and uses of funds under the original funding scenario, assuming 80% funding from the US EDA. The second spreadsheet provides a revised, current, breakdown with approximately 50% US EDA funding.

New partners in the revised funding scenario include GRPUC, GREDA, and IEDC. The contributions from the original partners, City of Cohasset, City of Grand Rapids, DEED and IRRR, are revised. The City of Cohasset, the GRPUC, GREDA and the IEDC Board have reviewed and approved this revised funding approach. Staff has discussed the revised assumptions with the state funding partners.

Under the revised funding, the budgeted contribution from the City has increased from \$233,667 (5.9%) to \$413,510 (10.5%).

With the release of guidance by the US Treasury regarding local government allotments under the American Rescue Plan (ARP), we have determined that the City will not be allowed to use a portion of the City's ARP allotment to fund this infrastructure. This is because other federal

statutes require that local matching funds for a project funding by the US EDA must come from non-federal sources.

Through GREDA, staff has also presented a brief/application to Senator's Klobuchar and Smith's office for possible consideration through a direct appropriation that would fund local match. However, if that were unsuccessful, the City would fund its portion through issuance of General Obligation Tax Abatement Bonds. The source of the abatement would be parcels along Co. Rd. 63 that benefit from the improvements.

The former Ainsworth OSB Plant site has been vacant since 2006. The site has considerable positive attributes, a large building shell, rail service, high-pressure natural gas, and high voltage power; however, the lack of sanitary sewer and water infrastructure has limited the appeal of the site to large single user projects, the opportunities for which are very limited. The installation of this infrastructure will allow for a multi-tenant industrial redevelopment approach toward the site, which is considerably more attainable.

The revised resolution is, we believe, the last requirement of the US EDA to give their final consideration to this project.

ATTACHMENTS:

Resolution

Project Sources and Uses of Funds 3-1-2021

Project Sources and Uses of Funds 8-25-2020

REQUESTED COUNCIL ACTION:

Make a motion adopting a revised resolution authorizing a grant application to the United States Economic Development Administration (US EDA) for the Grand Rapids/Cohasset Industrial Park Infrastructure Project.

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

RESOLUTION NO. 21-_____

A REVISED RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION, UNDER THE PUBLIC WORKS PROGRAM, OF UP TO \$1,900,600 FOR THE GRAND RAPIDS/COHASSET INDUSTRIAL PARK INFRASTRUCTURE PROJECT AND TO PROVIDE MATCHING FUNDS OF UP TO \$1,900,600.

WHEREAS, the City of Grand Rapids is eligible to receive Economic Development Administration (EDA) funding per Section 3 of the Public Works and Economic Development Act (42. U.S.C. § 3122) and 13. C.F.R. § 300.3; and

WHEREAS, the City of Grand Rapids desires to construct the Grand Rapids/Cohasset Industrial Park Infrastructure Project, a project that extends sanitary sewer and water utilities to the former site of the Ainsworth OSB manufacturing plant to diversify and make the economy more resilient; and

WHEREAS, the redevelopment of the abandoned former Ainsworth industrial site has been an economic development objective of the City of Grand Rapids and Itasca County hindered by a lack of sanitary sewer and water infrastructure.

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

1. The Grand Rapids City Council authorizes the City of Grand Rapids to apply for and accept the funding from the US Economic Development Administration under the Public Works Program Notice of Funding Opportunity to support the Grand Rapids/Cohasset Industrial Park Infrastructure Project.
2. The City Council names Dale Christy, Mayor as authorized representative for said EDA grant upon award.
3. The City Council confirms that matching funds up to \$1,900,600 are committed to the project, readily available and unencumbered in any way that would preclude their use consistent with the terms of the investment assistance, derived from general obligation tax abatement bonds or other sources, the funding genesis of which is non-federal in nature.

Adopted by the Council this 14th day of June 2021.

Dale Christy, 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.



Project Name/Scenario: Grand Rapids/Cohasset Industrial Park Utility Extension/Watermain Looping
Project Location: Cohasset & Grand Rapids former Ainsworth Site
Developer: _____
Date: 8/25/2020 (APPLICATION @80% EDA PARTICIPATION)

Project Sources & Uses of Funds

Uses of Funds		Sources of Funds						Total
Use	Amount	Federal EDA	DEED BDPI	IRRR	City of Grand Rapids	City of Cohasset	Total	
Construction - Segment 1 - River Crossing Sewer & Water	\$559,879	\$447,903		\$86,180	\$12,898	\$12,898	\$559,879	
Construction - Segment 2 - County Rd. Sewer & Water Mains	\$334,066	\$267,253		\$51,421	\$7,696	\$7,696	\$334,066	
Construction - Segment 2A - County Rd. Services & Entrance Rd. Mains	\$202,726	\$162,181		\$31,205	\$9,341		\$202,726	
Construction - Segment 3 - Entrance Rd. Sewer & Water Mains	\$808,285	\$646,628	\$161,657				\$808,285	
Construction - Segment 4 - Water Loop to Co. Rd. 76	\$743,868	\$595,094		\$114,500	\$34,273		\$743,868	
Construction - Segment 5 - Cohasset/IEDC Sewer & Water	\$433,289	\$346,631		\$66,694		\$19,964	\$433,289	
Construction Contingency	\$154,100	\$123,280	\$8,083	\$17,500	\$3,210	\$2,028	\$154,101	
Engineering - Segment 1	\$96,277	\$77,021			\$9,628	\$9,628	\$96,277	
Engineering - Segment 2	\$57,446	\$45,957			\$5,745	\$5,745	\$57,446	
Engineering - Segment 2A	\$34,861	\$27,889			\$6,972		\$34,861	
Engineering - Segment 3	\$138,993	\$111,194	\$27,799				\$138,993	
Engineering - Segment 4	\$127,916	\$102,332			\$25,583		\$127,916	
Engineering - Segment 5	\$74,508	\$59,607				\$14,902	\$74,508	
Grand Rapids GO Bond Issuance Cost	\$10,000				\$10,000		\$10,000	
Legal & Publishing	\$10,000				\$5,000	\$5,000	\$10,000	
Federal EDA Grant Application Preparation	\$0						\$0	
Administration	\$61,642	\$35,000			\$13,321	\$13,321	\$61,642	
Easement Acquisition	\$100,000	\$0			\$90,000	\$10,000	\$100,000	
Total Uses and Sources of Funds:	\$3,947,855	\$3,047,970	\$197,538	\$367,500	\$233,667	\$101,181	\$3,947,856	
Percentage of Total Project:	100.0%	77.2%	5.0%	9.3%	5.9%	2.6%	100.0%	

Scenario Comments/Assumptions:
 Federal EDA funds 80% of all construction and engineering in all Segments 1-5
 IRRR Funds are applied on a prorata basis over construction costs of Segments 1, 2, 2A, 4 & 5.
 DEED BDPI funds 20% of all construction and engineering in Segment 3



Project Name/Scenario: Grand Rapids/Cohasset Industrial Park Utility Extension/Watermain Looping
Project Location: Cohasset & Grand Rapids former Ainsworth Site
Developer:
Date: 3/1/2021 (ADJUSTED EDA PARTICIPATION @ 50%)

Uses of Funds		Sources of Funds									
Project Sources & Uses of Funds	Amount	Federal EDA	DEED BDPI	IRRR	IEDC	GRPUC	GREDA	City of Grand Rapids	City of Cohasset	Total	
Construction - Segment 1 - River Crossing Sewer & Water	\$559,879	\$279,940		\$123,114				\$78,413	\$78,413	\$559,879	
Construction - Segment 2 - County Rd. Sewer & Water Mains	\$334,066	\$167,033		\$73,459				\$46,787	\$46,787	\$334,066	
Construction - Segment 2A - County Rd. Services & Entrance Rd. Mains	\$202,726	\$101,363		\$44,578				\$56,785		\$202,726	
Construction - Segment 3 - Entrance Rd. Sewer & Water Mains	\$808,285	\$404,143	\$250,000					\$77,071	\$77,071	\$808,285	
Construction - Segment 4 - Water Loop to Co. Rd. 76	\$743,868	\$371,934		\$163,572		\$208,362				\$743,868	
Construction - Segment 5 - Cohasset/IEDC Sewer & Water	\$433,289	\$216,645		\$95,277	\$121,367					\$433,289	
Construction Contingency	\$154,100	\$77,050			\$10,832	\$18,596		\$26,345	\$21,277	\$154,100	
Engineering - Segment 1	\$96,277	\$48,138						\$24,069	\$24,069	\$96,277	
Engineering - Segment 2	\$57,446	\$28,723						\$14,361	\$14,361	\$57,446	
Engineering - Segment 2A	\$34,861	\$17,430						\$17,430		\$34,861	
Engineering - Segment 3	\$138,993	\$69,496						\$34,748	\$34,748	\$138,993	
Engineering - Segment 4	\$127,916	\$63,958				\$63,958				\$127,916	
Engineering - Segment 5	\$74,508	\$37,254			\$37,254					\$74,508	
Grand Rapids GO Bond Issuance Cost	\$10,000							\$10,000		\$10,000	
Legal & Publishing	\$10,000							\$10,000		\$10,000	
Federal EDA Grant Application Preparation	\$0									\$0	
Administration	\$35,000	\$17,500						\$17,500		\$35,000	
Easement Acquisition	\$100,000	\$0					\$100,000			\$100,000	
Total Uses and Sources of Funds:	\$3,921,213	\$1,900,607	\$250,000	\$500,000	\$169,453	\$290,916	\$100,000	\$413,510	\$296,727	\$3,921,213	
Percentage of Total Project:	100.0%	48.5%	6.4%	12.8%	4.3%	7.4%	2.6%	10.5%	7.6%	100.0%	

Scenario Comments/Assumptions:
 Federal EDA funds 50% of all construction and engineering in all Segments 1-5
 IRRR Funds are applied on a prorata basis over construction costs of Segments 1, 2, 2A, 4 & 5.
 DEED BDPI funds \$250K of all construction in Segment 3
 GRPUC funds construction and engineering of Segment 5



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider approving a Cooperative Construction Agreement with Itasca County for 5th Street North
PREPARED BY: Matt Wegwerth, Public Works Director / City Engineer

BACKGROUND:

Itasca County is planning to construct an addition to the Itasca County Courthouse. In order to complete this work, 5th Street North, from Pokegama Avenue to 2nd Avenue NE will need to be closed. Attached is a cooperative construction agreement between the City and County that outlines the work necessary, responsibilities and project limits. City staff recommend approving the attached agreement.

ATTACHMENTS:

6-14-21 5th St Agreement

REQUESTED COUNCIL ACTION:

A motion approving a Cooperative Construction Agreement for 5th Street Northeast with Itasca County for the jail project.

**CITY OF GRAND RAPIDS
And
ITASCA COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

City Street: 5th Street NE
County Project: Courthouse Expansion

This Agreement is between the City of Grand Rapids acting through its City Council ("City") and Itasca County acting through its Board of Commissioners ("County").

Recitals

1. The County plans to construct a new jail facility adjacent to the existing Courthouse building; and
2. The County will perform removals, grading, bituminous, concrete curb and gutter, concrete walk, storm sewer, watermain, sanitary sewer and other associated construction improvements upon, along and adjacent to 5th Street NE according to County prepared plans, specifications and special provisions; and
3. County will fund all of the costs of the improvements and associated design and construction engineering covered under this Agreement; and
4. The County has requested that portions of 5th Street NE, from Pokegama Avenue to 2nd Avenue NE, be closed during the construction of the new facility; and
5. The area along 5th Street NE, north of City Hall, shall remain open for Grand Rapids Police parking only and shall be signed as such; and
6. The County will be responsible for all fencing, signage and traffic control related to the roadway closure; and
7. The County shall coordinate will all businesses and property owners along the closure; and
8. The sidewalk along the north side of 5th Street NE shall remain opens at all times; and
9. The County shall be responsible for snow removal within County portion (red outline in Exhibit A) of the fenced area of the road closure; and
10. The County shall be responsible to repair any damage to City facilities within the closure boundary; and
11. Minnesota Statutes§ 162.17, authorizes the City and County to make arrangements with and cooperate with any city and county authority for the purposes of constructing, maintaining and improving City streets and CSAH's.

Agreement

- 1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**
 - 1.1. *Effective date:*** This Agreement will be effective on the date the City obtains all signatures required.
 - 1.2. *Expiration date:*** This Agreement will expire when all obligations have been satisfactorily fulfilled and the project has been completed'.

- 1.3. **Survival of terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- 1.4. **Plans, Specifications, Special Provisions:** Plans, specifications and special provisions designated by the County, when completed, will be on file in the office of the City Engineer, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. **Exhibits:** Exhibit A (5th Street closure map) is on file in the office of the City Engineer and incorporated into this Agreement by reference.

2. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

2.1. The City's Authorized Representative will be:

Name/Title: Matt Wegwerth, Public Works Director / City Engineer (or successor)
Address: 420 North Pokegama Avenue, Grand Rapids, MN 55744
Telephone: (218) 326-7625
Fax: (218) 326-7621
E-Mail: mwegwerth@ci.grand-rapids.mn.us

2.2. The County's Authorized Representative will be:

Name/Title: Brett Skyles, County Administrator (or successor)
Address: 123 4th Street NE, Grand Rapids, MN 55744
Telephone: (218) 327-7363
E-Mail: brett.skyles@co.itasca.mn.us

3. Liability; Worker Compensation Claims; Insurance

- 3.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend County against any claims, causes of actions, damages, costs, (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s),
- 3.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act

3.3. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a, provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

4. Termination.

4.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

5. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

CITY OF GRAND RAPIDS

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

Approved:

By: _____
(Mayor of Grand Rapids)

Date: _____

By: _____
(City Clerk)

Date: _____

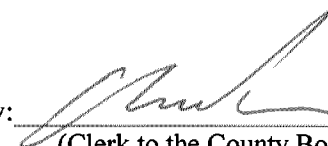
ITASCA COUNTY

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

Approved:

By: 
(County Board Chair)

Date: 5/25/2021

By: 
(Clerk to the County Board)

Date: 5/26/2021



Roadway Closed
Area to be fenced and
utilized by building
contractor for storage
and equipment

Sidewalk
to remain open

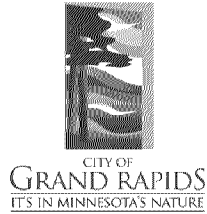
Roadway Closed
PD Parking Only

Barricades
PD Parking
only signage



0 50 100 200 Feet

Exhibit A - 5th Street Closure



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: June 14, 2021
AGENDA ITEM: Consider adopting a resolution awarding the sale of the \$6,255,000 General Obligation Bonds, Series 2021B.
PREPARED BY: Barb Baird

BACKGROUND:

The bid opening for the sale of \$6,255,000 General Obligation Bonds will occur on Monday, June 14, 2021 in the office of Ehlers & Associates, Inc. in Roseville, MN.

Representatives of the City and Ehlers will review the results of the competitive bidding for the sale of the bonds. A recommendation will be brought to the City Council for their consideration at 5:00 p.m.

Rebecca Kurtz, Vice President at Ehlers, will be at the City Council meeting to provide the results of the bid opening.

ATTACHMENTS:

GR GO CIP Abate 21B Award Resolution

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution awarding the sale of \$6,255,000 General Obligation Bonds, Series 2021B, fixing their form and specifications; directing their execution and delivery; and providing for their payment.

Extract of Minutes of Meeting
of the City Council of the City of
Grand Rapids, Itasca County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota was duly held at the City Hall of such City on Monday, June 14, 2021, commencing at 5:00 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2021B, to be issued in the original aggregate principal amount of \$6,255,000.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals are as set forth in EXHIBIT A attached.

After due consideration of the proposal, Member _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2021B, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$6,255,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

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

Section 1. Sale of Bonds.

1.01. Abatement Bonds.

(a) Under Minnesota Statutes, Chapter 475, as amended, and Sections 469.1812 through 469.1815, as amended (collectively, the “Abatement Act”), the City is authorized to grant a property tax abatement on specified parcels in order to accomplish certain public purposes, including the provision of access to services for residents of the City and the acquisition or improvement of public infrastructure.

(b) Pursuant to a resolution adopted by the City Council on May 10, 2021 (the “Abatement Resolution”), following a duly noticed public hearing, the City Council approved a property tax abatement (the “Abatements”) in the maximum amount of \$1,600,000 for certain property in the City (the “Abatement Parcels”) over a period of twenty (20) years, in an amount sufficient to pay the principal amount of and all or a portion of the interest on bonds issued to finance the City’s costs of public improvements consisting of the acquisition and construction of Phase 2 of the Grand Rapids/Cohasset connection trail along County Road 63 (the “Trail Project”). The Abatement Resolution is hereby amended to reflect that the Abatements will also be applied to finance the costs of road improvements to 5th Street SW in the City (the “Street Project” and together with the Trail Project, the “Abatement Project”).

(c) In the Abatement Resolution, the City found and determined that the Abatement Project benefits the Abatement Parcels, that the Trail Project will serve a number of public purposes. The findings in the Abatement Resolution are hereby reaffirmed and made with respect to the Street Project which will help finance public infrastructure in the City, help provide access to services for residents of the City, finance acquisition and construction of public facilities in the City, help provide an amenity in the City which will help attract and retain citizens, and help increase or preserve tax base by stimulating development and maintaining values in the area. In the Abatement Resolution, the City also found that the maximum principal amount of and interest on bonds to be secured by Abatements does not exceed the estimated sum of Abatements from the Abatement Parcels for the term authorized under the Abatement Resolution.

(d) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the principal amount of \$1,550,000 (the “Abatement Bonds”), pursuant to the Abatement Act, to provide financing for the 2021 Abatement Project.

1.02. CIP Bonds.

(a) Pursuant to Minnesota Statutes, Chapter 475, as amended, specifically Section 475.521 (the “CIP Act”), the City is authorized to finance certain capital improvements under an approved capital improvement plan by the issuance of general obligation bonds of the City payable from ad valorem taxes. Capital improvements include acquisition or betterment of public lands, buildings or other improvements for the purpose of a city hall, library, public safety facility and public works facilities (excluding light rail transit or any activity related to it, or a park, road, bridge, administrative building other than a city hall, or land for any of those activities).

(b) On May 10, 2021, following a duly noticed public hearing, the City Council adopted a capital improvement plan for years 2021 through 2025 (the “Capital Improvement Plan”) and approved the issuance of general obligation bonds thereunder, pursuant to the CIP Act.

(c) The capital improvements described in the Capital Improvement Plan include but are not limited to the acquisition, construction and equipping of a new fire hall in the City (the “Capital Improvement Project”).

(d) The City Council has determined that, within thirty (30) days after the hearing, no petition for a referendum on the issuance of general obligation bonds pursuant to the Capital Improvement Plan was received by the City in accordance with the CIP Act.

(e) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the principal amount of \$4,705,000 (the “CIP Bonds”), pursuant to the CIP Act, to provide financing for the City’s costs of the Capital Improvement Project.

(f) As required by the CIP Act, the City has determined that: (i) the expected useful life of the projects to be financed with the proceeds of the CIP Bonds will be at least five (5) years; and (ii) the amount of principal and interest due in any year on all outstanding bonds issued by the City under the CIP Act, including the CIP Bonds, will not exceed 0.16 percent of the estimated market value of property in the City for taxes payable in 2021.

1.03. Issuance of Bonds.

(a) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Bonds, Series 2021B (the “Bonds”), in the original aggregate principal amount of \$6,255,000, pursuant to the Abatement Act and the CIP Act (together, the “Act”), to provide financing for the City’s costs of the Abatement Project and the Capital Improvement Project.

(b) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.04. Award to the Purchaser and Interest Rates. The proposal of _____ FHN Financial Capital Markets, Memphis, Tennessee (the “Purchaser”) to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby

accepted, the proposal being to purchase the Bonds at a price of \$ 6,570,199.40
 (par amount of \$6,255,000.00, plus an original issue premium of \$ 370,304.30, less
 an underwriter's discount of \$ _____), plus accrued interest to date of delivery, if any, for
 Bonds bearing interest as follows: 55,104.90

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2023	<u>2.750%</u>	2034 2031	<u>2.000%</u>
2024	<u>2.750</u>	2035 2033	<u>2.000</u>
		*	
2025	<u>2.750</u>	2036 *	<u>2.000</u>
2026	<u>2.750</u>	2037 2039	<u>2.000</u>
		*	
2027	<u>2.750</u>	2038 2040	<u>2.000</u>
2028	<u>2.750</u>	2039 2041	<u>2.000</u>
2029	<u>2.750</u>	2040 2042	<u>2.000</u>
2030	<u>2.750</u>	2041	
2031		2042	
2032		2043	
2033			

* Term Bonds

1.05. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the accounts of the Debt Service Fund hereinafter created or deposited in the accounts of the Construction Fund hereinafter created, as determined by the Director of Finance of the City in consultation with the City's municipal advisor. The Director of Finance is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.06. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act in the original aggregate principal amount of \$6,225,000, originally dated as of the date of delivery, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	<u>\$245,000</u>	2034 2031	<u>\$305,000</u>
2024	<u>255,000</u>	2035 2033	<u>630,000</u>
		*	
2025	<u>260,000</u>	2036 *	<u>990,000</u>
2026	<u>265,000</u>	2037 2039	<u>1,055,000</u>
		*	
2027	<u>275,000</u>	2038 2040	<u>365,000</u>
2028	<u>280,000</u>	2039 2041	<u>370,000</u>
2029	<u>285,000</u>	2040 2042	<u>380,000</u>
2030	<u>295,000</u>	2041	
2031		2042	
2032		2043	
2033			

* Term Bonds

(a) \$1,550,000 of the Bonds, constituting the Abatement Bonds, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the costs of the Abatement Project:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	<u>\$60,000</u>	2034 2033	<u>\$80,000</u>
2024	<u>65,000</u>	2035 2034	<u>80,000</u>
2025	<u>65,000</u>	2036 2035	<u>80,000</u>
2026	<u>65,000</u>	2037 2036	<u>85,000</u>
2027	<u>70,000</u>	2038 2037	<u>85,000</u>
2028	<u>70,000</u>	2039 2038	<u>85,000</u>
2029	<u>70,000</u>	2040 2039	<u>90,000</u>
2030	<u>75,000</u>	2041 2040	<u>90,000</u>
2031	<u>75,000</u>	2042 2041	<u>90,000</u>
2032	<u>75,000</u>	2043 2042	<u>95,000</u>
2033			

(b) The remainder of the Bonds in the principal amount of \$4,705,000, constituting the CIP Bonds, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the costs of the Capital Improvement Project:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	<u>\$185,000</u>	2034 2033	<u>\$240,000</u>
2024	<u>190,000</u>	2035 2034	<u>245,000</u>
2025	<u>195,000</u>	2036 2035	<u>250,000</u>
2026	<u>200,000</u>	2037 2036	<u>250,000</u>
2027	<u>205,000</u>	2038 2037	<u>260,000</u>
2028	<u>210,000</u>	2039 2038	<u>265,000</u>
2029	<u>215,000</u>	2040 2039	<u>270,000</u>
2030	<u>220,000</u>	2041 2040	<u>275,000</u>
2031	<u>230,000</u>	2042 2041	<u>280,000</u>
2032	<u>235,000</u>	2043 2042	<u>285,000</u>
2033			

1.06. Optional Redemption. The City may elect on February 1, 2030, and on any day thereafter to redeem Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Redemption will be at a price of par plus accrued interest.

1.07. ~~[TO BE ADDED IF TERM BONDS ARE REQUESTED]~~ Mandatory Redemption; Term Bond. The Bonds maturing on February 1, ~~20~~2033, February 1, 2036, and February 1, ~~20~~2039, shall hereinafter be referred to collectively as the "Term Bond." The principal amounts of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions

of such Term Bond in such order as the City shall determine. The Term Bond is subject to mandatory sinking fund redemption and shall be redeemed in part by lot at par plus accrued interest on the sinking fund installment dates and in the principal amounts as follows:

Principal Amount

Sinking Fund Installment Date

<u>February 1, 20—2033 Term Bond</u>	<u>Principal Amount</u>
	\$
<u>2032</u>	<u>\$310,000</u>
<u>2033*</u>	<u>320,000</u>

*Maturity

*Maturity

<u>February 1, 20—2036 Term Bond</u>	<u>Principal Amount</u>
<u>2034</u>	<u>\$325,000</u>
<u>*2035</u>	<u>330,000</u>

<u>2036*</u>	<u>335,000</u>
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*Maturity

<u>February 1, 2039 Term Bond</u>	<u>Principal Amount</u>
<u>2037</u>	<u>\$345,000</u>
<u>2038</u>	<u>350,000</u>
<u>2039*</u>	<u>360,000</u>

*Maturity

*Maturity

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2022, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its designated corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the Director of Finance must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT B.

3.02. Approving Legal Opinion. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Bonds, Series 2021B Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the Director of Finance as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following

accounts in the Debt Service Fund: the “Abatement Bonds Account” and the “CIP Bonds Account.” Amounts in the Abatement Bonds Account are irrevocably pledged to the Abatement Bonds, and amounts in the CIP Bonds Account are irrevocably pledged to the CIP Bonds.

(a) Abatement Bonds Account. The Director of Finance shall timely deposit in the Abatement Bonds Account of the Debt Service Fund the Abatements from the Abatement Parcels and proceeds of ad valorem taxes hereinafter levied for the Abatement Project, which Abatements and proceeds of ad valorem taxes are hereby pledged to the Abatement Bonds Account. There is also appropriated to the Abatement Bonds Account (i) a pro rata portion of amounts over the minimum purchase price of the Abatement Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.05 hereof; (ii) accrued interest, if any; (iii) capitalized interest applicable to the Abatement Funds, if any; (iv) all investment earnings on funds in the Abatement Bonds Account; and (v) any and all other moneys which are properly available and are appropriated by the City Council to the Abatement Bonds Account.

(b) CIP Bonds Account. The Director of Finance shall timely deposit in the CIP Bonds Account of the Debt Service Fund the proceeds of ad valorem taxes hereinafter levied for the Capital Improvement Project, which proceeds of ad valorem taxes are hereby pledged to the CIP Bonds Account. There is also appropriated to the CIP Bonds Account (i) a pro rata portion of amounts over the minimum purchase price of the CIP Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.05 hereof; (ii) accrued interest, if any; (iii) capitalized interest applicable to the Abatement Funds, if any; (iv) all investment earnings on funds in the CIP Bonds Account; and (v) any and all other moneys which are properly available and are appropriated by the City Council to the CIP Bonds Account.

4.02. Construction Fund. The City hereby creates the General Obligation Bonds, Series 2021B Construction Fund (the “Construction Fund”). The City will maintain the following accounts in the Construction Fund: the “Abatement Bonds Account” and the “CIP Bonds Account.” Amounts in the Abatement Bonds Account are irrevocably pledged to the Abatement Bonds, and amounts in the CIP Bonds Account are irrevocably pledged to the CIP Bonds.

(a) Abatement Bonds Account. Proceeds of the Abatement Bonds together with other funds appropriated for the Abatement Project, less the appropriations made in Section 4.01(a) hereof, will be deposited in the Abatement Bonds Account of the Construction Fund to be used solely to defray expenses of the City’s costs of the Abatement Project described herein and in the Abatement Resolution. When the Abatement Project is completed and the cost thereof paid, the Abatement Bonds Account of the Construction Fund is to be closed and any funds remaining may be deposited in the Abatement Bonds Account of the Debt Service Fund.

(b) CIP Bonds Account. Proceeds of the CIP Bonds, less the appropriations made in Section 4.01(b) hereof, together with the ad valorem taxes levied and any other funds appropriated for the Capital Improvement Project collected during the construction of the Capital Improvement Project, will be deposited in the CIP Bonds Account of the Construction Fund to be used solely to defray expenses of the City’s costs of the Capital Improvement Project and the payment of principal and interest on the CIP Bonds prior to the completion and payment of all costs of the Capital Improvement Project. When the Capital Improvement Project is completed and the cost thereof paid, the CIP Bonds Account of the Construction Fund is to be closed and any funds remaining may be deposited in the CIP Bonds Account of the Debt Service Fund.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will

be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.04. Pledge of Tax Levy. For the purpose of paying a portion of the principal of and interest on the Bonds, there is levied a direct annual irrevocable ad valorem tax (the "Taxes") upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Abatement Bonds Account and the CIP Bonds Account of the Debt Service Fund above provided and will be in the years and amounts as attached hereto as EXHIBIT C.

4.05. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Abatements and Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrevocable until the Bonds are paid, provided that at the time the City makes its annual tax levies the Director of Finance may certify to the County Auditor/Treasurer of Itasca County, Minnesota (the "County Auditor/Treasurer") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor/Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Registration of Resolution. City staff is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, the City Clerk, or the Director of Finance are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Closing Certificates. The Mayor, the Director of Finance, the City Clerk, and/or the City Administrator are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the Director of Finance, the City Clerk, and/or the City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Director of Finance shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Mayor, the Director of Finance, the City Administrator, and/or the City Clerk to this resolution, and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

5.05. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Old National Bank, Chaska, Minnesota on the closing date for further distribution as directed by the City’s municipal advisor, Ehlers and Associates, Inc.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit the Bonds to be used in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2021 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2021 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.05 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the

Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge the Bonds which is due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If the Bonds should not be paid when due, they may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Mayor

ATTTEST:

City Clerk

EXHIBIT A
PROPOSALS

\$6,255,000 General Obligation Bonds, Series 2021B
City of Grand Rapids, Minnesota
SALE: June 14, 2021
AWARD: FHN FINANCIAL CAPITAL MARKETS

Rating: S&P Global Ratings "AA-"Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
FHN FINANCIAL CAPITAL MARKETS Memphis, Tennessee	2023	2.750%	0.300%	\$6,576,428.75	\$1,215,015.00	1.6302%
	2024	2.750%	0.350%			
	2025	2.750%	0.450%			
	2026	2.750%	0.550%			
	2027	2.750%	0.650%			
	2028	2.750%	0.750%			
	2029	2.750%	0.900%			
	2030	2.750%	1.000%			
	2031	2.000%	1.050%			
	2032 ¹	2.000%	1.150%			
	2033 ¹	2.000%	1.150%			
	2034 ²	2.000%	1.400%			
	2035 ²	2.000%	1.400%			
	2036 ²	2.000%	1.400%			
	2037 ³	2.000%	1.700%			
	2038 ³	2.000%	1.700%			
	2039 ³	2.000%	1.700%			
	2040	2.000%	1.800%			
	2041	2.000%	1.900%			
	2042	2.000%	2.000%			

* Subsequent to bid opening the individual maturity amounts were adjusted.
Adjusted Price - \$6,370,199.40 Adjusted Net Interest Cost - \$1,249,163.10 Adjusted TIC - 1.6413%

¹ \$630,000 Term Bond due 2033 with mandatory redemption in 2032.
² \$990,000 Term Bond due 2036 with mandatory redemption in 2034-2035.
³ \$1,055,000 Term Bond due 2039 with mandatory redemption in 2037-2038.

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$6,533,538.65	\$1,210,409.27	1.6540%
PIPER SANDLER & CO. Minneapolis, Minnesota				\$6,428,539.60	\$1,226,266.65	1.6606%
BAIRD Milwaukee, Wisconsin				\$6,373,371.15	\$1,236,315.93	1.6825%
HILLTOP SECURITIES Dallas, Texas				\$6,533,665.46	\$1,287,167.87	1.7574%
STIFEL, NICOLAUS Birmingham, Alabama				\$6,504,062.65	\$1,316,770.68	1.7828%

EXHIBIT B
FORM OF BOND

No. R-___

UNITED STATES OF AMERICA

\$ _____

STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS

GENERAL OBLIGATION BOND
SERIES 2021B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	February 1, 20__	July 1, 2021	_____

Registered Owner: CEDE & CO.

The City of Grand Rapids, Minnesota, a duly organized and existing municipal corporation in Itasca County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$ _____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable February 1 and August 1 in each year, commencing February 1, 2022, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2030, and on any day thereafter to redeem Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Redemption will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$6,255,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on June 14, 2021 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in the construction of certain public infrastructure improvements and capital improvements in the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, including Section 475.521, and Minnesota Statutes, Sections 469.1812 through

469.1815, as amended. The principal hereof and interest hereon are payable in part from abatements collected from certain property in the City and in part from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in abatements and taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

The Bonds maturing on February 1, 2033, February 1, 2036, and February 1, 2039, shall hereinafter be referred to collectively as the “Term Bond.” The principal amounts of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bond in such order as the City shall determine. The Term Bond is subject to mandatory sinking fund redemption and shall be redeemed in part by lot at par plus accrued interest on the sinking fund installment dates and in the principal amounts as follows:

<u>Sinking Fund Installment Date</u>	
<u>February 1, 2033 Term Bond</u>	<u>Principal Amount</u>
<u>2032</u>	<u>\$310,000</u>
<u>2033*</u>	<u>320,000</u>

*Maturity

<u>February 1, 2036 Term Bond</u>	<u>Principal Amount</u>
<u>2034</u>	<u>\$325,000</u>
<u>2035</u>	<u>330,000</u>
<u>2036*</u>	<u>335,000</u>

*Maturity

<u>February 1, 2039 Term Bond</u>	<u>Principal Amount</u>
<u>2037</u>	<u>\$345,000</u>
<u>2038</u>	<u>350,000</u>
<u>2039*</u>	<u>360,000</u>

*Maturity

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other

authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Grand Rapids, Itasca County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: July 1, 2021

CITY OF GRAND RAPIDS, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK NATIONAL ASSOCIATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT
_____ Custodian _____
(Cust) (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors
Act, State of _____

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
<u>July 1, 2021</u>	Cede & Co. Federal ID #13-2555119	<hr/>

EXHIBIT C

TAX LEVY SCHEDULES

Tax Levy Schedule for Abatement Bonds

TAX LEVY CALCULATION							Issue ID#	339645
City of Grand Rapids, MN							Dated Date:	7/1/2021
\$6,255,000 General Obligation Bonds, Series 2021B							Call Date:	2/1/2030
\$1,550,000 Tax Abatement Portion								
Tax Levy Year	Tax Collect Year	Bond Pay Year	Total P & I	Funds Available (1)	P & I @ 105%	Less: Tax Abatement Revenue	Net Levy	
2020	2021	2022	20,443.83	(20,443.83)	0.00			0.00
2021	2022	2023	93,000.00		99,802.50	(99,802.50)		0.00
2022	2023	2024	98,400.00		103,320.00	(103,320.00)		0.00
2023	2024	2025	96,612.50		101,443.13	(101,443.13)		0.00
2024	2025	2026	94,825.00		99,566.25	(99,566.25)		0.00
2025	2026	2027	98,037.50		102,939.38	(102,939.38)		0.00
2026	2027	2028	96,112.50		100,918.13	(100,918.13)		0.00
2027	2028	2029	94,187.50		98,896.88	(98,896.88)		0.00
2028	2029	2030	97,262.50		102,125.63	(102,125.63)		0.00
2029	2030	2031	95,200.00		99,960.00	(99,960.00)		0.00
2030	2031	2032	93,700.00		98,385.00	(98,385.00)		0.00
2031	2032	2033	97,200.00		102,060.00	(102,060.00)		0.00
2032	2033	2034	95,900.00		100,380.00	(100,380.00)		0.00
2033	2034	2035	94,000.00		98,700.00	(98,700.00)		0.00
2034	2035	2036	97,400.00		102,270.00	(102,270.00)		0.00
2035	2036	2037	95,700.00		100,485.00	(100,485.00)		0.00
2036	2037	2038	94,000.00		98,700.00	(98,700.00)		0.00
2037	2038	2039	97,300.00		102,165.00	(102,165.00)		0.00
2038	2039	2040	95,500.00		100,275.00	(100,275.00)		0.00
2039	2040	2041	93,700.00		98,385.00	(98,385.00)		0.00
2040	2041	2042	96,900.00		101,745.00	(101,745.00)		0.00
Totals			1,957,133.33	(20,443.83)	2,012,521.88	(1,812,391.90)		0.00

(1) The following funds are available to pay the interest payment due
 Deposit to Capitalized Interest Fund: 20,443.83

[TO BE INSERTED AT PRICING]

Tax Levy Schedule for CIP Bonds

[TO BE INSERTED AT PRICING]

TAX LEVY CALCULATION

Issue ID# 339645

City of Grand Rapids, MN

Dated Date: 7/1/2021

\$6,255,000 General Obligation Bonds, Series 2021B

Call Date: 2/1/2030

\$4,705,000 Capital Improvements Portion

Tax Levy Year	Tax Collect Year	Bond Pay Year	Total P & I	Funds Available (1)	P & I @ 105%	Net Levy
2020	2021	2022	61,979.17	(61,979.17)	0.00	0.00
2021	2022	2023	291,250.00		305,812.50	305,812.50
2022	2023	2024	291,162.50		305,720.63	305,720.63
2023	2024	2025	290,997.50		305,484.38	305,484.38
2024	2025	2026	290,575.00		305,103.75	305,103.75
2025	2026	2027	290,075.00		304,578.75	304,578.75
2026	2027	2028	289,437.50		303,909.38	303,909.38
2027	2028	2029	288,662.50		303,099.63	303,099.63
2028	2029	2030	287,750.00		302,137.50	302,137.50
2029	2030	2031	291,700.00		306,283.00	306,283.00
2030	2031	2032	292,100.00		306,703.00	306,703.00
2031	2032	2033	292,400.00		307,020.00	307,020.00
2032	2033	2034	292,600.00		307,230.00	307,230.00
2033	2034	2035	292,700.00		307,333.00	307,333.00
2034	2035	2036	292,700.00		307,333.00	307,333.00
2035	2036	2037	292,700.00		307,333.00	307,333.00
2036	2037	2038	292,700.00		307,333.00	307,333.00
2037	2038	2039	292,200.00		306,810.00	306,810.00
2038	2039	2040	291,800.00		306,390.00	306,390.00
2039	2040	2041	291,300.00		305,863.00	305,863.00
2040	2041	2042	290,700.00		305,233.00	305,233.00
Totals			5,882,229.17	(61,979.17)	6,111,262.50	6,111,262.50

(1) The following funds are available to pay the interest payment due 02/01/2022:
 Deposit to Capitalized Interest Fund: 61,979.17

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

I, being the duly qualified and acting City Clerk of the City of Grand Rapids, Itasca County, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on June 14, 2021, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Bonds, Series 2021B, in the original aggregate principal amount of \$6,255,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this _____ day of June, 2021.

(SEAL)

City Clerk
City of Grand Rapids, Minnesota

STATE OF MINNESOTA
COUNTY OF ITASCA

CERTIFICATE OF COUNTY
AUDITOR/TREASURER AS TO
TAX LEVY AND REGISTRATION

I, the undersigned County Auditor/Treasurer of Itasca County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Grand Rapids, Minnesota (the "City"), on June 14, 2021, levying taxes for the payment of the City's General Obligation Bonds, Series 2021B (the "Bonds"), in the original aggregate principal amount of \$6,255,000, dated June 30, 2021, has been filed in my office and said Bonds have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of June, 2021.

**COUNTY AUDITOR/TREASURER,
ITASCA COUNTY, MINNESOTA**

By _____
Its _____

(SEAL)

Document comparison by Workshare Compare on Monday, June 14, 2021
4:26:11 PM

Input:	
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<u>Insertion</u>	
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Insertions	191
Deletions	82
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	275

June 14, 2021

SALE DAY REPORT FOR:

City of Grand Rapids, Minnesota

**\$6,255,000 General Obligation Bonds, Series
2021B**



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Rebecca Kurtz,
Senior Municipal Advisor

Todd Hagen,
Senior Municipal Advisor

Nick Anhut,
Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

COMPETITIVE SALE RESULTS

Purpose: The proposed issue includes financing to complete capital improvements to the City's Fire Hall, construction of phase II of the Cohasset Trail project, and a street reconstruction project. Debt service is paid with ad valorem property taxes and tax abatement.

Rating: S&P Global Ratings "AA-"

Number of Bids: 6

Low Bidder: FHN Financial Capital Markets, Memphis, Tennessee

Comparison from Lowest to Highest Bid: (TIC as bid)

Low Bid	1.6302%
High Bid	1.7828%
Interest Difference	\$101,756

Summary of Sale Results:

Principal Amount*:	\$6,255,000
Underwriter's Discount:	\$55,105
Reoffering Premium:	\$370,304
True Interest Cost:	1.6415%
Capitalized Interest:	\$82,425
Costs of Issuance:	\$61,512
Yield:	0.30%-2.00%
Total Net P&I	\$7,736,938

Notes: US Bank National Association will serve as Paying Agent on the Bonds.

The Bonds maturing February 1, 2031 and thereafter are callable February 1, 2030 or any date thereafter.

The City received a premium bid; therefore, an additional \$370,304.30 is available for project costs or to reduce future tax levies.

Closing Date: July 1, 2021

City Council Action: Adopt a resolution awarding the sale of \$6,255,000 General Obligation Bonds, Series 2021B.

Supplementary Attachments

- ✓ Bid Tabulation
- ✓ Sources and Uses of Funds
- ✓ Debt Service Schedules
- ✓ Standard & Poor's Rating Report
- ✓ Bond Resolution (Distributed in City Council Packets)



BID TABULATION

\$6,255,000 General Obligation Bonds, Series 2021B

City of Grand Rapids, Minnesota

SALE: June 14, 2021

AWARD: FHN FINANCIAL CAPITAL MARKETS

Rating: S&P Global Ratings "AA-"

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
FHN FINANCIAL CAPITAL MARKETS				\$6,576,428.75	\$1,215,015.00	1.6302%
Memphis, Tennessee	2023	2.750%	0.300%			
	2024	2.750%	0.350%			
	2025	2.750%	0.450%			
	2026	2.750%	0.550%			
	2027	2.750%	0.650%			
	2028	2.750%	0.750%			
	2029	2.750%	0.900%			
	2030	2.750%	1.000%			
	2031	2.000%	1.050%			
	2032 ¹	2.000%	1.150%			
	2033 ¹	2.000%	1.150%			
	2034 ²	2.000%	1.400%			
	2035 ²	2.000%	1.400%			
	2036 ²	2.000%	1.400%			
	2037 ³	2.000%	1.700%			
	2038 ³	2.000%	1.700%			
	2039 ³	2.000%	1.700%			
	2040	2.000%	1.800%			
	2041	2.000%	1.900%			
	2042	2.000%	2.000%			

* Subsequent to bid opening the individual maturity amounts were adjusted.

Adjusted Price - \$6,570,199.40

Adjusted Net Interest Cost - \$1,249,163.10

Adjusted TIC - 1.6415%

¹ \$630,000 Term Bond due 2033 with mandatory redemption in 2032.

² \$990,000 Term Bond due 2036 with mandatory redemption in 2034-2035.

³ \$1,055,000 Term Bond due 2039 with mandatory redemption in 2037-2038.

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$6,333,558.65	\$1,210,409.27	1.6540%
PIPER SANDLER & CO. Minneapolis, Minnesota				\$6,428,539.60	\$1,226,266.65	1.6606%
BAIRD Milwaukee, Wisconsin				\$6,373,171.15	\$1,236,315.93	1.6825%
HILLTOPSECURITIES Dallas, Texas				\$6,533,665.46	\$1,287,167.87	1.7374%
STIFEL, NICOLAUS Birmingham, Alabama				\$6,504,062.65	\$1,316,770.68	1.7828%

City of Grand Rapids, Minnesota

\$6,255,000 General Obligation Bonds, Series 2021B

Issue Summary

Total Issue Sources And Uses

Dated 07/01/2021 | Delivered 07/01/2021

	Capital Improvements	Tax Abatement	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$4,705,000.00	\$1,550,000.00	\$6,255,000.00
Reoffering Premium	278,189.90	92,114.40	370,304.30
Total Sources	\$4,983,189.90	\$1,642,114.40	\$6,625,304.30
Uses Of Funds			
Total Underwriter's Discount (0.881%)	41,449.81	13,655.09	55,104.90
Costs of Issuance	46,269.22	15,242.78	61,512.00
Deposit to Capitalized Interest (CIF) Fund	61,979.17	20,445.83	82,425.00
Deposit to Project Construction Fund	4,833,491.70	1,592,770.70	6,426,262.40
Total Uses	\$4,983,189.90	\$1,642,114.40	\$6,625,304.30

City of Grand Rapids, Minnesota

\$6,255,000 General Obligation Bonds, Series 2021B

Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/01/2021	-	-	-	-	-
02/01/2022	-	-	82,425.00	82,425.00	82,425.00
08/01/2022	-	-	70,650.00	70,650.00	-
02/01/2023	245,000.00	2.750%	70,650.00	315,650.00	386,300.00
08/01/2023	-	-	67,281.25	67,281.25	-
02/01/2024	255,000.00	2.750%	67,281.25	322,281.25	389,562.50
08/01/2024	-	-	63,775.00	63,775.00	-
02/01/2025	260,000.00	2.750%	63,775.00	323,775.00	387,550.00
08/01/2025	-	-	60,200.00	60,200.00	-
02/01/2026	265,000.00	2.750%	60,200.00	325,200.00	385,400.00
08/01/2026	-	-	56,556.25	56,556.25	-
02/01/2027	275,000.00	2.750%	56,556.25	331,556.25	388,112.50
08/01/2027	-	-	52,775.00	52,775.00	-
02/01/2028	280,000.00	2.750%	52,775.00	332,775.00	385,550.00
08/01/2028	-	-	48,925.00	48,925.00	-
02/01/2029	285,000.00	2.750%	48,925.00	333,925.00	382,850.00
08/01/2029	-	-	45,006.25	45,006.25	-
02/01/2030	295,000.00	2.750%	45,006.25	340,006.25	385,012.50
08/01/2030	-	-	40,950.00	40,950.00	-
02/01/2031	305,000.00	2.000%	40,950.00	345,950.00	386,900.00
08/01/2031	-	-	37,900.00	37,900.00	-
02/01/2032	310,000.00	2.000%	37,900.00	347,900.00	385,800.00
08/01/2032	-	-	34,800.00	34,800.00	-
02/01/2033	320,000.00	2.000%	34,800.00	354,800.00	389,600.00
08/01/2033	-	-	31,600.00	31,600.00	-
02/01/2034	325,000.00	2.000%	31,600.00	356,600.00	388,200.00
08/01/2034	-	-	28,350.00	28,350.00	-
02/01/2035	330,000.00	2.000%	28,350.00	358,350.00	386,700.00
08/01/2035	-	-	25,050.00	25,050.00	-
02/01/2036	335,000.00	2.000%	25,050.00	360,050.00	385,100.00
08/01/2036	-	-	21,700.00	21,700.00	-
02/01/2037	345,000.00	2.000%	21,700.00	366,700.00	388,400.00
08/01/2037	-	-	18,250.00	18,250.00	-
02/01/2038	350,000.00	2.000%	18,250.00	368,250.00	386,500.00
08/01/2038	-	-	14,750.00	14,750.00	-
02/01/2039	360,000.00	2.000%	14,750.00	374,750.00	389,500.00
08/01/2039	-	-	11,150.00	11,150.00	-
02/01/2040	365,000.00	2.000%	11,150.00	376,150.00	387,300.00
08/01/2040	-	-	7,500.00	7,500.00	-
02/01/2041	370,000.00	2.000%	7,500.00	377,500.00	385,000.00
08/01/2041	-	-	3,800.00	3,800.00	-
02/01/2042	380,000.00	2.000%	3,800.00	383,800.00	387,600.00
Total	\$6,255,000.00	-	\$1,564,362.50	\$7,819,362.50	-

Yield Statistics

Bond Year Dollars	\$73,993.75
Average Life	11.830 Years
Average Coupon	2.1141819%
Net Interest Cost (NIC)	1.6882008%
True Interest Cost (TIC)	1.6415472%
Bond Yield for Arbitrage Purposes	1.4595437%
All Inclusive Cost (AIC)	1.7331887%

IRS Form 8038

Net Interest Cost	1.5455207%
Weighted Average Maturity	11.661 Years

2021B GO Bonds - FINAL | Issue Summary | 6/14/2021 | 11:51 AM



City of Grand Rapids, Minnesota

\$6,255,000 General Obligation Bonds, Series 2021B

Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Tax Abatement Revenue	Levy/ (Surplus)
02/01/2022	-	-	82,425.00	82,425.00	(82,425.00)	-	-	-	-
02/01/2023	245,000.00	2.750%	141,300.00	386,300.00	-	386,300.00	405,615.00	99,802.50	305,812.50
02/01/2024	255,000.00	2.750%	134,562.50	389,562.50	-	389,562.50	409,040.63	103,320.00	305,812.50
02/01/2025	260,000.00	2.750%	127,550.00	387,550.00	-	387,550.00	406,927.50	101,443.13	305,812.50
02/01/2026	265,000.00	2.750%	120,400.00	385,400.00	-	385,400.00	404,670.00	99,566.25	305,812.50
02/01/2027	275,000.00	2.750%	113,112.50	388,112.50	-	388,112.50	407,518.13	102,939.38	305,812.50
02/01/2028	280,000.00	2.750%	105,550.00	385,550.00	-	385,550.00	404,827.50	100,918.13	305,812.50
02/01/2029	285,000.00	2.750%	97,850.00	382,850.00	-	382,850.00	401,992.50	98,896.88	305,812.50
02/01/2030	295,000.00	2.750%	90,012.50	385,012.50	-	385,012.50	404,263.13	102,125.63	305,812.50
02/01/2031	305,000.00	2.000%	81,900.00	386,900.00	-	386,900.00	406,245.00	99,960.00	305,812.50
02/01/2032	310,000.00	2.000%	75,800.00	385,800.00	-	385,800.00	405,090.00	98,385.00	305,812.50
02/01/2033	320,000.00	2.000%	69,600.00	389,600.00	-	389,600.00	409,080.00	102,060.00	305,812.50
02/01/2034	325,000.00	2.000%	63,200.00	388,200.00	-	388,200.00	407,610.00	100,380.00	305,812.50
02/01/2035	330,000.00	2.000%	56,700.00	386,700.00	-	386,700.00	406,035.00	98,700.00	305,812.50
02/01/2036	335,000.00	2.000%	50,100.00	385,100.00	-	385,100.00	404,355.00	102,270.00	305,812.50
02/01/2037	345,000.00	2.000%	43,400.00	388,400.00	-	388,400.00	407,820.00	100,485.00	305,812.50
02/01/2038	350,000.00	2.000%	36,500.00	386,500.00	-	386,500.00	405,825.00	98,700.00	305,812.50
02/01/2039	360,000.00	2.000%	29,500.00	389,500.00	-	389,500.00	408,975.00	102,165.00	305,812.50
02/01/2040	365,000.00	2.000%	22,300.00	387,300.00	-	387,300.00	406,665.00	100,275.00	305,812.50
02/01/2041	370,000.00	2.000%	15,000.00	385,000.00	-	385,000.00	404,250.00	98,385.00	305,812.50
02/01/2042	380,000.00	2.000%	7,600.00	387,600.00	-	387,600.00	406,980.00	101,745.00	305,812.50
Total	\$6,255,000.00	-	\$1,564,362.50	\$7,819,362.50	(82,425.00)	\$7,736,937.50	\$8,123,784.38	\$2,012,521.88	\$6,116,250.00

Significant Dates

Dated	7/01/2021
First Coupon Date	2/01/2022

Yield Statistics

Bond Year Dollars	\$73,993.75
Average Life	11.830 Years
Average Coupon	2.1141819%
Net Interest Cost (NIC)	1.6882008%
True Interest Cost (TIC)	1.6415472%
Bond Yield for Arbitrage Purposes	1.4595437%
All Inclusive Cost (AIC)	1.7331887%

City of Grand Rapids, Minnesota

\$4,705,000 General Obligation Bonds, Series 2021B

Capital Improvements

Assumes Current Market BQ AA- Rates plus 15bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
02/01/2022	-	-	61,979.17	61,979.17	(61,979.17)	-	-
02/01/2023	185,000.00	2.750%	106,250.00	291,250.00	-	291,250.00	305,812.50
02/01/2024	190,000.00	2.750%	101,162.50	291,162.50	-	291,162.50	305,720.63
02/01/2025	195,000.00	2.750%	95,937.50	290,937.50	-	290,937.50	305,484.38
02/01/2026	200,000.00	2.750%	90,575.00	290,575.00	-	290,575.00	305,103.75
02/01/2027	205,000.00	2.750%	85,075.00	290,075.00	-	290,075.00	304,578.75
02/01/2028	210,000.00	2.750%	79,437.50	289,437.50	-	289,437.50	303,909.38
02/01/2029	215,000.00	2.750%	73,662.50	288,662.50	-	288,662.50	303,095.63
02/01/2030	220,000.00	2.750%	67,750.00	287,750.00	-	287,750.00	302,137.50
02/01/2031	230,000.00	2.000%	61,700.00	291,700.00	-	291,700.00	306,285.00
02/01/2032	235,000.00	2.000%	57,100.00	292,100.00	-	292,100.00	306,705.00
02/01/2033	240,000.00	2.000%	52,400.00	292,400.00	-	292,400.00	307,020.00
02/01/2034	245,000.00	2.000%	47,600.00	292,600.00	-	292,600.00	307,230.00
02/01/2035	250,000.00	2.000%	42,700.00	292,700.00	-	292,700.00	307,335.00
02/01/2036	250,000.00	2.000%	37,700.00	287,700.00	-	287,700.00	302,085.00
02/01/2037	260,000.00	2.000%	32,700.00	292,700.00	-	292,700.00	307,335.00
02/01/2038	265,000.00	2.000%	27,500.00	292,500.00	-	292,500.00	307,125.00
02/01/2039	270,000.00	2.000%	22,200.00	292,200.00	-	292,200.00	306,810.00
02/01/2040	275,000.00	2.000%	16,800.00	291,800.00	-	291,800.00	306,390.00
02/01/2041	280,000.00	2.000%	11,300.00	291,300.00	-	291,300.00	305,865.00
02/01/2042	285,000.00	2.000%	5,700.00	290,700.00	-	290,700.00	305,235.00
Total	\$4,705,000.00	-	\$1,177,229.17	\$5,882,229.17	(61,979.17)	\$5,820,250.00	\$6,111,262.50

Significant Dates

Dated	7/01/2021
First Coupon Date	2/01/2022

Yield Statistics

Bond Year Dollars	\$55,694.58
Average Life	11.837 Years
Average Coupon	2.1137229%
Net Interest Cost (NIC)	1.6886545%
True Interest Cost (TIC)	1.6420609%
Bond Yield for Arbitrage Purposes	1.4595437%
All Inclusive Cost (AIC)	1.7336525%

City of Grand Rapids, Minnesota

\$1,550,000 General Obligation Bonds, Series 2021B

Tax Abatement

Assumes Current Market BQ AA- Rates plus 15bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Tax Abatement Revenue	Levy/ (Surplus)
02/01/2022	-	-	20,445.83	20,445.83	(20,445.83)	-	-	-	-
02/01/2023	60,000.00	2.750%	35,050.00	95,050.00	-	95,050.00	99,802.50	99,802.50	-
02/01/2024	65,000.00	2.750%	33,400.00	98,400.00	-	98,400.00	103,320.00	103,320.00	-
02/01/2025	65,000.00	2.750%	31,612.50	96,612.50	-	96,612.50	101,443.13	101,443.13	-
02/01/2026	65,000.00	2.750%	29,825.00	94,825.00	-	94,825.00	99,566.25	99,566.25	-
02/01/2027	70,000.00	2.750%	28,037.50	98,037.50	-	98,037.50	102,939.38	102,939.38	-
02/01/2028	70,000.00	2.750%	26,112.50	96,112.50	-	96,112.50	100,918.13	100,918.13	-
02/01/2029	70,000.00	2.750%	24,187.50	94,187.50	-	94,187.50	98,896.88	98,896.88	-
02/01/2030	75,000.00	2.750%	22,262.50	97,262.50	-	97,262.50	102,125.63	102,125.63	-
02/01/2031	75,000.00	2.000%	20,200.00	95,200.00	-	95,200.00	99,960.00	99,960.00	-
02/01/2032	75,000.00	2.000%	18,700.00	93,700.00	-	93,700.00	98,385.00	98,385.00	-
02/01/2033	80,000.00	2.000%	17,200.00	97,200.00	-	97,200.00	102,060.00	102,060.00	-
02/01/2034	80,000.00	2.000%	15,600.00	95,600.00	-	95,600.00	100,380.00	100,380.00	-
02/01/2035	80,000.00	2.000%	14,000.00	94,000.00	-	94,000.00	98,700.00	98,700.00	-
02/01/2036	85,000.00	2.000%	12,400.00	97,400.00	-	97,400.00	102,270.00	102,270.00	-
02/01/2037	85,000.00	2.000%	10,700.00	95,700.00	-	95,700.00	100,485.00	100,485.00	-
02/01/2038	85,000.00	2.000%	9,000.00	94,000.00	-	94,000.00	98,700.00	98,700.00	-
02/01/2039	90,000.00	2.000%	7,300.00	97,300.00	-	97,300.00	102,165.00	102,165.00	-
02/01/2040	90,000.00	2.000%	5,500.00	95,500.00	-	95,500.00	100,275.00	100,275.00	-
02/01/2041	90,000.00	2.000%	3,700.00	93,700.00	-	93,700.00	98,385.00	98,385.00	-
02/01/2042	95,000.00	2.000%	1,900.00	96,900.00	-	96,900.00	101,745.00	101,745.00	-
Total	\$1,550,000.00	-	\$387,133.33	\$1,937,133.33	(20,445.83)	\$1,916,687.50	\$2,012,521.88	\$2,012,521.88	-

Significant Dates

Dated	7/01/2021
First Coupon Date	2/01/2022

Yield Statistics

Bond Year Dollars	\$18,299.17
Average Life	11.806 Years
Average Coupon	2.1155790%
Net Interest Cost (NIC)	1.6868201%
True Interest Cost (TIC)	1.6399841%
Bond Yield for Arbitrage Purposes	1.4595437%
All Inclusive Cost (AIC)	1.7317775%

RatingsDirect®

Summary:

Grand Rapids, Minnesota; General Obligation

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Summary:

Grand Rapids, Minnesota; General Obligation

Credit Profile

US\$6.255 mil GO bnds ser 2021B dtd 07/01/2021 due 02/01/2042

<i>Long Term Rating</i>	AA-/Stable	New
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Grand Rapids GO bnds

<i>Long Term Rating</i>	AA-/Stable	Affirmed
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Grand Rapids GO rfdg bnds

<i>Long Term Rating</i>	AA-/Stable	Affirmed
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Grand Rapids GO street reconstruction bnds ser 2017A dtd 09/07/2017 due 02/01/2033

<i>Long Term Rating</i>	AA-/Stable	Affirmed
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Rating Action

S&P Global Ratings assigned its 'AA-' rating to the City of Grand Rapids, Minn.'s \$6.255 million series 2021B general obligation (GO) bonds. At the same time, S&P Global Ratings affirmed its 'AA-' rating on the city's existing GO debt. The outlook is stable.

The 2021B bonds are secured by the city's unlimited-tax, full faith, and credit GO pledge. Officials will split proceeds into two parts: a capital improvement plan portion to construct a new fire hall for the city, and a tax abatement portion to finance trail and street construction projects. Although the city intends to pay these using separate sources, we rate to the GO level due to lack of legal provisions.

Credit overview

Grand Rapids is the seat of northern Minnesota's Itasca County, and is a service center and economic hub for the surrounding region, which in our opinion provides economic stability that supports a strong financial profile despite the large debt burden. The COVID-19 pandemic has had only a limited effect on the local economy and city finances. Management is seeing a construction boom in the city, in part because of an increase in residents working remotely from their homes, and is forecasting year-end results that largely align with the break-even budget. We believe the city has capacity to close a moderate budget gap, should one emerge, due to the large fund balance on hand. Its operating reserves are exceptionally strong and have generally been at or near six months of spending, and we expect that Grand Rapids' forward-looking management will continue to monitor its finances and make adjustments to ensure the city sustains a very strong financial position, as per its reserve policy. Key credit weaknesses include economic measures such as weak incomes and market values that generally lag those of similarly rated peers, as well as a weak overall debt and liability profile stemming primarily from the city's direct debt burden. However, we expect Grand Rapids' credit profile will remain stable in the near term.

The rating further reflects our view of Grand Rapids':

- Weak economy, with market value per capita of \$78,130 and projected per capita effective buying income at 70.5%

of the national level;

- Strong management, with good financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Adequate budgetary performance, with an operating surplus in the general fund but an operating deficit at the total governmental fund level in fiscal 2020;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2020 of 57% of operating expenditures;
- Very strong liquidity, with total government available cash at 54.2% of total governmental fund expenditures and 3.4x governmental debt service, and access to external liquidity we consider strong;
- Weak debt and contingent liability profile, with debt service carrying charges at 15.8% of expenditures and net direct debt that is 146.5% of total governmental fund revenue, but rapid amortization, with 84.0% of debt scheduled to be retired in 10 years; and
- Strong institutional framework score.

Environmental, social, and governance (ESG) factors

We analyzed ESG risks relative to Grand Rapids' economy, management, financial measures, and debt and liability profile, and determined that all are in line with our view of the sector standard. In addition, the city has taken measures to enhance cyber security.

Stable Outlook

Downside scenario

We could take negative rating action if the city's structural budgetary performance were to weaken, if per capita income measures were to weaken, or if new money debt issuance were to significantly outpace growth in the city's economic base.

Upside scenario

We could take a positive rating action if the city were to experience material improvement in market value and tax base diversification or if it reduces debt service within the budget.

Credit Opinion

Weak economy

We consider Grand Rapids' economy weak. The city, with an estimated population of 11,251, is in Itasca County. It has a projected per capita effective buying income of 70.5% of the national level and per capita market value of \$78,130. Overall, Grand Rapids' market value grew by 4.4% over the past year to \$879.0 million in 2019. The county unemployment rate was 8.4% in 2020.

Grand Rapids, 80 miles northwest of Duluth, is an economic hub for the surrounding area. The city has a mix of residential and commercial/industrial (including personal) properties, which represent 50% and 48% of net tax capacity, respectively. Market value increased 2.7% in fiscal 2021 but has grown by less than 6% overall in the past

five years. Due to increased acceptance of remote work, stemming from the pandemic, management expects to see above-average growth in the real estate market. With a vacancy rate of about 1%, management sees plenty of demand for the three housing developments under construction. In addition, there are commercial, hotel, and other developments in progress, indicating economic growth. To date, we understand that top employers and taxpayers are stable, with the hospital even adding staff, and that there has been minimal lasting negative economic impact from the pandemic.

There is some concentration among the top 10 taxpayers, which account for 18.7% of net tax capacity. Blandin Paper Co. is the largest taxpayer (5.4%) and the fifth-largest employer (225 employees, down from 400 due to the elimination of paper lines).

Itasca County's unemployment rate has historically been elevated relative to both state and national levels and was 6.4% as of April 2021.

Strong management

We view the city's management as strong, with good financial policies and practices under our FMA methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or monitor all of them on a regular basis.

The city conducts line-by-line budgeting, relying on five years of historical information to determine trends. The budget can be amended if needed, and the council receives a quarterly budget-to-actual report. Grand Rapids maintains a budget-plus-three-year financial forecast model. The city also annually updates its five-year capital improvement plan, which identifies projects by category as well as funding source. It has its own investment policy, but only reports holdings and performance annually in its financial statements. It does not have a debt management policy. Grand Rapids has a formal fund balance policy and revenue stabilization policy and is currently in compliance with both.

Adequate budgetary performance

Grand Rapids' budgetary performance is adequate in our opinion. The city had surplus operating results in the general fund of 5.1% of expenditures, but a deficit result across all governmental funds of 5.5% in fiscal 2020.

We adjusted audited fiscal 2020 data to include recurring transfers out of the general fund as expenditures. We also adjusted total governmental fund expenditures downward to account for spending of bond proceeds and some cash on hand to fund nonrecurring projects and capital projects funded in part through grant proceeds.

The fiscal 2021 was structured for break-even results, and management reports that midyear revenues and expenditures were in line with the initial budget projections and there is no expectation of any change in tax collections needed. Grand Rapids expects to receive \$1.1 million from the American Rescue Plan Act to aid in street extensions. The operating budget is funded primarily from local property taxes and local government aid (LGA), both of which have been stable through the current fiscal year. Management indicates that the city has capacity to absorb any LGA cuts, should they materialize, due to its healthy fund balance.

Very strong budgetary flexibility

Grand Rapids' budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2020 of 57% of operating expenditures, or \$5.8 million. We expect the available fund balance to remain above 30% of expenditures for the current and next fiscal years, which we view as a positive credit factor.

We include the city's committed general fund balance (\$926,000) as part of its available reserves because it is designated for budget stabilization. City policy requires that it maintain 10% of the prior year's revenues in its committed balance to mitigate the effects of an economic recession. The committed balance is currently under the 10% mark, but the city is increasing the balance annually as per the formula determined in its policy.

In addition, Grand Rapids has a fund balance policy to maintain 50% of the following year's general fund property tax levy as an unassigned fund balance for cash flow purposes. Given these city policies and historical reserve levels, we expect budgetary flexibility will remain very strong over the next two years, likely well in excess of six months of total expenditures as has been the case historically.

Very strong liquidity

In our opinion, Grand Rapids' liquidity is very strong, with total government available cash at 54.2% of total governmental fund expenditures and 3.4x governmental debt service in 2020.

Available cash and liquid investments came to about \$10.6 million at the end of fiscal 2020. Grand Rapids has strong access to external liquidity if necessary, given its frequent issuances of GO bonds over the past 20 years, although the city has not needed to use external liquidity for cash-flow borrowing, nor do we expect it will need to. Investments are primarily in highly rated government securities, U.S. treasury notes, certificates of deposit, and mutual funds, and we do not believe the city's portfolio exposes it to significant liquidity risk. The city does not have any direct purchase or variable-rate debt.

Weak debt and contingent liability profile

In our view, Grand Rapids' debt and contingent liability profile is weak. Total governmental fund debt service is 15.8% of total governmental fund expenditures, and net direct debt is 146.5% of total governmental fund revenue. Approximately 84.0% of the direct debt is scheduled to be repaid within 10 years, which is in our view a positive credit factor.

We adjusted Grand Rapids' debt burden to account for GO debt that is fully supported by the city's utilities. The Grand Rapids Public Utilities Commission is a component unit that issues separate financial statements.

Grand Rapids has no definite plans to issue debt within the next 12 months. Management reports that within one-to-two years, the city will also consider issuing new money debt to support the renovations of its civic center, although the par amount of the prospective issuance will depend on the availability of state funding for the project, toward which the city has already received a \$5 million grant.

We note that the city's current debt burden is high compared with that of peers with similar economic characteristics, and although we expect Grand Rapids' debt profile will remain stable, the rating could be pressured if the city were to take on significant new leverage beyond what we expect without seeing corresponding growth in the economic base sufficient to offset the increased liability, were it to materialize.

Pensions and other postemployment benefits (OPEB):

- We do not believe that pensions represent a significant credit pressure for Grand Rapids, with moderately well-funded plans that represent a small share of the budget and minimal OPEB liability. Although we see some risk of increasing cost pressures in the future, we think the city could absorb them, with a balance of modest spending offsets or levy increases.

Grand Rapids participates in the following defined-benefit plans:

- The Minnesota General Employees Retirement Fund (GERF, as of June 30, 2020): 79.1% funded using a 7.5% discount rate, with a city share of the plan's net pension liability of \$3.1 million;
- The Public Employees Police and Fire Fund (PEPFF, as of June 30, 2020): 87.3% funded using a 7.5% discount rate, with a city share of \$1.7 million;
- The Grand Rapids Fire Department Relief Association (Relief Plan, as of Dec. 31, 2020): 181% funded using a 5% discount rate, with a net pension asset of \$1.4 million; and
- Retiree Healthcare Plan (OPEB, as of Dec. 31, 2020): 0% funded using a 2.9% discount rate, with a net OPEB liability of just over \$21,000.

Combined costs for pension and OPEBs came to 3.3% of governmental fund expenditures in fiscal 2020. Plan-level contributions to GERF and PEPFF (the largest plans) were both below our minimum funding progress metric but above static funding levels, meaning some forward progress was made toward full funding, but not enough that we view positively. Annual contributions are based on a statutory formula that has typically produced contributions less than the actuarially determined contribution (ADC), which we view negatively as this increases risk of underfunding over time, more so given that the comparative ADC for both plans are somewhat weak based on long amortizations with moderately high deferrals based on payroll growth assumptions. The pension plan discount rates are based on investment rate of return assumptions that indicate acceptance of high levels of market risk and increased exposure to funding volatility that could lead to future contribution increases. OPEB contributions to the Medicare bridge plan are capped at \$100 per member per month and are pay-as-you-go, but total costs have minimal impact on the budget.

Strong institutional framework

The institutional framework score for Minnesota cities with a population greater than 2,500 is strong.

Related Research

Through The ESG Lens 2.0: A Deeper Dive Into U.S. Public Finance Credit Factors, April 28, 2020

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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