



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, May 10, 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 will be held on Monday, May 10, 2021 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

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 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.

PUBLIC FORUM

COUNCIL REPORTS

APPROVAL OF MINUTES

21-1840 Consider approving Council minutes for Monday, April 26, 2021 Worksession and Regular meetings

Attachments: [April 26, 2021 - Worksession](#)
[April 26, 2021 - Regular meeting](#)

VERIFIED CLAIMS

21-1860 Consider approving the verified claims for the period April 20, 2021 to May 3, 2021 in the total amount of \$1,187,650.35.

Attachments: [05-10-21 Summary Council Bill List](#)

CONSENT AGENDA

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

1. **21-1836** Consider voiding lost Accounts Payable check #145088, issue a new check, and waiving bond requirements for check issued to Itasca Drift Skippers in the amount of \$2,500.

- Attachments:** [Itasca Drift Skippers Affidavit.pdf](#)
2. [21-1837](#) Consider authorizing the Mayor to sign a service agreement for annual 2021 renewal with SVL for maintenance program on the Library Chiller June 1, 2021- May 31, 2022.
Attachments: [2021 SVL Contract](#)
3. [21-1838](#) Consider authorizing the City Administrator to sign a Distribution Facilities Installation Agreement with Minnesota Energy for installation of new natural gas service line for the new Fire Hall.
Attachments: [MN Energy New Fire Hall](#)
4. [21-1839](#) Consider adopting an ordinance approving a 15 year franchise agreement with Mediacom Minnesota LLC
Attachments: [Grand Rapids Video Franchise Renewal 5-4-21](#)
[DOCSOPEN-#705824-v4-Redined Final Franchise Mediacom](#)
5. [21-1842](#) Consider changing the classification for Public Works Part-Time Summer Maintenance Worker Marlon Lewandowski.
6. [21-1844](#) Consider authorizing the Public Works Department's purchase of a Matco Tools Scan Tool for their off-road heavy equipment.
Attachments: [Matco Scan Tool Quote 4-29-21 83193](#)
[Snap-On Scan Tool Quote 4-13-21 IMP-00742797](#)
7. [21-1845](#) Consider authorizing a grant application to the Blandin Foundation/IRRR Arrowhead Intelligent Region program
Attachments: [Smart Rural Seminar Outline Summary](#)
[SmartRuralSeminars Broadband Application - AIR Blandin Foundation](#)
8. [21-1850](#) Consider approving additions to the Public Works Part-Time Eligibility List for the 2021 Spring/Summer Maintenance Season.
Attachments: [2021 5-10 PW Spring-Summer PT Eligibility List](#)
9. [21-1853](#) Consider adopting a resolution amending resolution 21-07 Ordering Improvement of and Plans and Specifications for the 5th Street SW Reconstruction Project, CP 2021-2.
Attachments: [5-10-21 Amending Resolution CP 2021-2 Order Improvement and Plans and Sp](#)
[21-07 5th Street SW Reconstruction Project](#)
10. [21-1857](#) Consider approving Seasonal Golf Course Employees
11. [21-1858](#) Consider hiring regular part-time Maintenance employees at the IRA Civic Center.
12. [21-1861](#) Consider entering into a contract agreement with ODC Inc. for the 2021 Spring/Summer

Maintenance Season.

Attachments: 2021 5-10 ODC TWP Contract Agreement Spring-Summer

13. 21-1866 Consider the sale of bleachers to Nate and Mandy Benson for \$100.
Attachments: Hold Harmless (Benson)
14. 21-1867 Consider a reimbursement resolution related to the IRA Civic Center Improvement Project.
Attachments: Order Improvements - Civic Center
15. 21-1869 Consider approving amendments to the 2021 Pay Range for Part-time, Seasonal, and Temporary Employees
Attachments: 2021 Pay Range for Part-time, Seasonal, and Temporary Employees
16. 21-1870 Consider adopting a resolution authorizing an agreement with MnDOT for Federal Airport Expenses Reimbursement related to the CRRSAA funds at the GPZ airport
Attachments: CRRSAA-Grand Rapids-Agency Agreement
CRRSAA-Grand Rapids-Resolution
17. 21-1871 Consider rescinding the resignation of Debra Moebakken from the position of Library Public Services Clerk.
18. 21-1874 Consider adopting an interim ordinance amending chapter 2, article 5, division 8 Police Community Advisory Board, subd. 2-353 Membership, Appointments of the Grand Rapids Municipal Code
Attachments: Interim Ord - PCA Board Membership
19. 21-1890 Consider approving moving forward with Municode Meeting and Agenda Management service.
Attachments: Municode Meeting & Agenda Management

SETTING OF REGULAR AGENDA

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

ACKNOWLEDGE BOARDS & COMMISSIONS

20. 21-1859 Review and acknowledge minutes for Boards & Commissions

Attachments: [January 23, 2021 GREDA Minutes](#)
[February 11, 2021 GREDA Minutes](#)
[March 3, 2021 GREDA Special Meeting Minutes](#)
[March 25, 2021 GREDA Minutes](#)
[April 6, 2021 Arts & Culture Minutes](#)

ENGINEERING\PUBLIC WORKS

21. [21-1841](#) Consider accepting quotes and authorize awarding the low quote to Iron Oakes Fence, LLC in the amount of \$23,256.00 for fencing at the IRA Civic Center.
- Attachments:** [Iron Oakes Quote](#)
[Keller Fence Quote](#)

FINANCE DEPARTMENT

22. [21-1846](#) Consider adopting a resolution awarding the sale of the General Obligation Utility Revenue Refunding Bonds (PUC), Series 2021A, in the amount of \$872,000.
- Attachments:** [SaleDayReport.GrandRapids.21A](#)
[FINAL-Grand Rapids GO PUC Ref 21 AWARD RESOLUTION](#)

ADMINISTRATION DEPARTMENT

23. [21-1847](#) Consider appointing applicant to the Planning Commission
24. [21-1848](#) Consider appointment of applicant to the Grand Rapids Economic Development Authority

PUBLIC HEARINGS

25. [21-1851](#) Conduct a Public Hearing for review and proposed adoption of the Amended Five-Year Capital Improvement Plan and Property Tax Abatements and Issuance of General Obligation Bonds related to Public Improvements in the City of Grand Rapids.
- Attachments:** [GR Amended CIP Draft 4-20-21](#)
26. [21-1852](#) Consider approving a resolution adopting a Five-Year Capital Improvement Plan and providing preliminary approval for the issuance of bonds.
- Attachments:** [GR - RESOLUTION APPROVING CIP PLAN](#)
27. [21-1854](#) Consider adopting a resolution approving Property Tax Abatement related to Public Improvements in the City of Grand Rapids.
- Attachments:** [Grand Rapids GO 21 ABATEMENT RESOLUTION](#)
[Abatement Cashflow 4.2.2021](#)
28. [21-1862](#) Consider adopting a resolution providing for the sale of \$6,255,000 General Obligation

Bonds, Series 2021B.

Attachments: [call resolution 5 10 21](#)

[Presale Report.Grand Rapids.2021B](#)

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR MAY 24, 2021, AT 5:00 P.M.

NOTE: These times are approximate only and are subject to change. If you are interested in a topic of discussion you should appear at least 10 minutes before its scheduled time.

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

Attest: Kimberly Gibeau, City Clerk



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1840 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 5/3/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider approving Council minutes for Monday, April 26, 2021 Worksession and Regular meetings
Sponsors:
Indexes:
Code sections:
Attachments: [April 26, 2021 - Worksession](#)
[April 26, 2021 - Regular meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, April 26, 2021 Worksession and Regular meetings



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, April 26, 2021

4:00 PM

Council Chambers

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

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, April 26, 2021 at 4:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a call of roll, the following members were present:

Present 5 - Councilor Dale Adams, Mayor Dale Christy, Councilor Rick Blake, Councilor Tasha Connelly, and Councilor Michelle Toven

Staff present:

Tom Pagel, Chad Sterle, Barb Baird, Erik Scott, Laura Pfeifer, Travis Cole, Rob Mattei, Julie Kennedy

Discussion Items

1. Financial Statement Presentation by David J. Mol, Partner, Redpath & Company, Ltd.
Mr. Mol reviewed City financials including financial statements, compliance and communications. Final report is currently in draft form pending audit of Public Utilities Commission.
Received and Filed
2. Discuss proposed change to City Council By-laws
Mr. Pagel reviews proposed changes to Council By-laws. Majority of these draft changes are in reference to boards and commissions. Recommended addition of Council representatives to Arts & Culture and Greenway Park & Recreation Board. Changes in appointment process, such as giving preference to resident, vacancy advertisement, residency requirement reference, residency requirements for EDA, PCA Board, term expiration notification. Application for boards & commissions discussed, i.e. concerns of conflict of interest. Add: Are you related to any City employee or elected official? If you, to whom and how are you related? This would not be disqualifying, but would provide necessary information to avoid conflict of interest or appearance of favoritism. Recommended addition to applications regarding residency, business ownership, and requirement to obtain a city issued email.

Notice received from Beth George, city resident, expressed concerns for having

non-residents increased on Boards & Commissions.

Draft changes to by-laws are on the Consent agenda for consideration at the Regular meeting.

Received and Filed

3. Review Regular Meeting Agenda

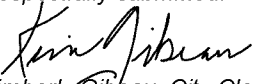
Upon review, no changes or additions are noted.

ADJOURN

Attest: Kimberly Gibeau, City Clerk

There being no further business, the meeting adjourned at 4:53 PM.

Respectfully submitted:


Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, April 26, 2021

5:00 PM

City Hall Council Chambers

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

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, April 26, 2021 at 5:01 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 5 - Mayor Dale Christy
Councilor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

Staff present:

Tom Pagel, Chad Sterle, Travis Cole, Erik Scott, Lynn DeGrio, Julie Kennedy

PRESENTATIONS/PROCLAMATIONS

Consider proclaiming May 12, 2021 Arbor Day in the City of Grand Rapids.

Received and Filed

MEETING PROTOCOL POLICY

PUBLIC FORUM - PLEASE NOTE: If you wish to address the Council under public forum, please call 218-327-8833 during the meeting.

Bruce Robinson, 835 2nd Ave NE, addressed concerns regarding is 2nd Avenue and 9th Street. This is a very busy pedestrian area. Need to slow down the traffic.

COUNCIL REPORTS

Councilor Adams provided overview of recent RAMS meeting.

Mayor Christy acknowledged letter of appreciation from a resident for Public Works. Bird Rides electric scooters is moving forward. Plans to have scooters available first week of May.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, April 12, 2021 Regular meeting

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Adams to approve Council minutes as presented. The motion carried by the following vote.

Aye 5 - Mayor Dale Christy
Councilor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

VERIFIED CLAIMS

Consider approving the verified claims for the period April 6, 2021 to April 19, 2021 in the total amount of \$821,304.79.

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to approve the verified claims as presented. The motion carried by the following vote.

Aye 5 - Mayor Dale Christy
Councilor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

CONSENT AGENDA

1. Consider the adoption of a resolution accepting a \$23,000 CARES Act Airport Grant for the Grand Rapids/Itasca County Airport.
Adopted Resolution 21-29 by consent roll call
2. Consider approving temporary liquor application for Fraternal Order of Eagles
Approved by consent roll call
3. Consider approving a resolution to accept a \$1,000 donation from the Blandin Foundation for the Independence Day Fireworks at Pokegama Lake.
Adopted Resolution 21-30 by consent roll call
4. Consider authorizing the Police Department to apply for a 2021 Lake Country Power Community - Operation Round Up Grant.
Approved by consent roll call
5. Consider approving the Public Works Department's retirement of a 1990 TurfVac from their fleet and allow its proper disposal at a recycling facility.
Approved by consent roll call

6. Consider authorizing the Police Department to apply for a 2021 Minnesota Power Foundation Grant
Approved by consent roll call
7. Consider adopting a resolution to approve a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.
Adopted Resolution 21-31 by consent roll call
8. Consider accepting quotes and authorize awarding the low quote to Vinco in the amount of \$76,270.00 for AP 2021-2 Beacon Relocation.
Approved by consent roll call
9. Consider approving Max Gray Construction Phase 2 New Fire Hall Change Order #005.
Approved by consent roll call
10. Consider adopting amended City Council By-laws
Adopted by consent roll call
11. Consider approving Max Gray Construction Phase 2 New Fire Hall Change Order #003, 004 and 006, TNT Construction Group LLC Phase 1 Change Order #005 and A-Z Electric Phase 2 Change Order #002.
Approved by consent roll call
12. Consider adopting a resolution approving an application by Itasca County to the Minnesota Department of Employment and Economic Development (DEED) Cleanup grant program
Adopted Resolution 21-32 by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Adams, to approve the Consent agenda as presented. The motion carried by the following vote

Aye 5 - Mayor Dale Christy
Councilor Dale Adams
Councilor Rick Blake
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 carried by the following vote.

Aye 5 - Mayor Dale Christy
 Councilor Dale Adams
 Councilor Rick Blake
 Councilor Tasha Connelly
 Councilor Michelle Toven

ACKNOWLEDGE BOARDS & COMMISSIONS

- 13. Review and acknowledge minutes for Boards & Commissions

Acknowledge Boards and Commissions

FINANCE DEPARTMENT

- 14. Consider adopting a Resolution Providing for the Sale of \$873,000 General Obligation Utility Bonds (PUC), Series 2021A

Rebecca Kurtz, Ehlers, reviews pre-sale report and reasoning for issuance.

A motion was made by Councilor Rick Blake, second by Councilor Dale Adams, adopting Resolution 21-33, providing the sale of \$873,000 General Obligation Utility Bonds. The motion carried by the following vote.

Aye 5 - Mayor Dale Christy
 Councilor Dale Adams
 Councilor Rick Blake
 Councilor Tasha Connelly
 Councilor Michelle Toven

ADMINISTRATION DEPARTMENT

- 15. Consider adoption of Rental Inspector/Firefighter job description, establish pay grade and authorization to post the position.

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, adopting job description for Rental Inspector/Firefighter, establish pay grade and authorize staff to post the position. The motion carried by the following vote.

Aye 5 - Mayor Dale Christy
 Councilor Dale Adams
 Councilor Rick Blake
 Councilor Tasha Connelly
 Councilor Michelle Toven

ADJOURNMENT

There being no further business, the meeting adjourned at 5:37 PM.

Respectfully submitted:

Kim Gibeau
 Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1860 **Version:** 1 **Name:**

Type: Verified Claims **Status:** Verified Claims

File created: 5/5/2021 **In control:** City Council

On agenda: 5/10/2021 **Final action:**

Title: Consider approving the verified claims for the period April 20, 2021 to May 3, 2021 in the total amount of \$1,187,650.35.

Sponsors:

Indexes:

Code sections:

Attachments: [05-10-21 Summary Council Bill List](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period April 20, 2021 to May 3, 2021 in the total amount of \$1,187,650.35.

Requested City Council Action

Make a motion approving the verified claims for the period April 20, 2021 to May 3, 2021 in the total amount of \$1,187,650.35.

DATE: 05/05/2021
 TIME: 09:45:06
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/10/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0904230	IDENTISYS INC	504.58
0920060	ITASCA COUNTY TREASURER	3,652.00
1915248	SHI INTERNATIONAL CORP	303.46
TOTAL CITY WIDE		4,460.04
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	34.50
TOTAL ADMINISTRATION		34.50
BUILDING MAINTENANCE-CITY HALL		
0118100	ARAMARK UNIFORM & CAREER	52.90
0301685	CARQUEST AUTO PARTS	3.14
0315455	COLE HARDWARE INC	25.48
0920060	ITASCA COUNTY TREASURER	45.00
1901535	SANDSTROM'S INC	121.52
1908248	SHERWIN-WILLIAMS	29.85
2018680	TRU NORTH ELECTRIC LLC	255.60
TOTAL BUILDING MAINTENANCE-CITY HALL		533.49
COMMUNITY DEVELOPMENT		
1920555	STOKES PRINTING & OFFICE	91.62
TOTAL COMMUNITY DEVELOPMENT		91.62
FINANCE		
1309495	MINUTEMAN PRESS	177.03
1415377	NORTHERN BUSINESS PRODUCTS INC	4.61
TOTAL FINANCE		181.64
FIRE		
0218350	BRIER CLOTHING	284.80
0315455	COLE HARDWARE INC	12.55
1415030	NAPA SUPPLY OF GRAND RAPIDS	35.11
1801610	RAPIDS PLUMBING & HEATING INC	108.00
1908248	SHERWIN-WILLIAMS	292.62
TOTAL FIRE		733.08

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/10/2021

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
INFORMATION TECHNOLOGY		
1915248	SHI INTERNATIONAL CORP	6,162.87
	TOTAL INFORMATION TECHNOLOGY	6,162.87
PUBLIC WORKS		
0103325	ACHESON TIRE INC	25.00
0221650	BURGGRAF'S ACE HARDWARE	151.99
0301685	CARQUEST AUTO PARTS	96.76
0315455	COLE HARDWARE INC	177.71
0518366	ERICKSON'S ITASCA LUMBER INC	3,207.60
0601690	FASTENAL COMPANY	166.53
0801836	HAWKINSON SAND & GRAVEL	579.48
0920060	ITASCA COUNTY TREASURER	90.00
1200500	L&M SUPPLY	521.51
1415030	NAPA SUPPLY OF GRAND RAPIDS	84.06
1415484	NORTHERN LIGHTS TRUCK	806.74
1415545	NORTHLAND LAWN & SPORT, LLC	189.71
1801530	NORTHERN MN WATER COND DBA	187.00
1813125	RMB ENVIRONMENTAL	25.00
1908248	SHERWIN-WILLIAMS	405.45
2305453	WESCO RECEIVABLES CORP	175.00
	TOTAL PUBLIC WORKS	6,889.54
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	210.44
0315455	COLE HARDWARE INC	9.30
1901264	SAFETY KLEEN SYSTEMS INC	279.00
	TOTAL FLEET MAINTENANCE	498.74
POLICE		
0121725	AUTOMOTIVE ELECTRIC LLC	109.50
0409501	JOHN P. DIMICH	4,583.33
0415529	DONDELINGER FORD	11.97
1200500	L&M SUPPLY	649.95
1920233	STREICHER'S INC	119.98
2001150	TACTICAL SOLUTIONS	628.00
	TOTAL POLICE	6,102.73
CENTRAL SCHOOL		

DATE: 05/05/2021
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/10/2021

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	117.07
0920060	ITASCA COUNTY TREASURER	45.00
1901535	SANDSTROM'S INC	121.52
	TOTAL	283.59
AIRPORT		
0103325	ACHESON TIRE INC	20.00
0114200	ANDERSON GLASS	320.98
0315455	COLE HARDWARE INC	58.95
0920060	ITASCA COUNTY TREASURER	180.00
1303039	MCCOY CONSTRUCTION & FORESTRY	1,749.42
2018680	TRU NORTH ELECTRIC LLC	450.00
	TOTAL	2,779.35
CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	78.11
0717996	GRAND ITASCA CLINIC	1,680.00
0920060	ITASCA COUNTY TREASURER	45.00
1801610	RAPIDS PLUMBING & HEATING INC	2,923.00
	TOTAL GENERAL ADMINISTRATION	4,726.11
STATE HAZ-MAT RESPONSE TEAM		
0114535	ANOKA COUNTY FIRE PROTECTION	3,165.42
1415480	NORTHERN HEALTH & FITNESS PLUS	95.00
	TOTAL	3,260.42
POLICE DESIGNATED FORFEITURES		
1920233	STREICHER'S INC	8,261.99
	TOTAL	8,261.99
CEMETERY		

DATE: 05/05/2021
 TIME: 09:45:06
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/10/2021

VENDOR #	NAME	AMOUNT DUE

CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	53.36
0315455	COLE HARDWARE INC	96.09
1200500	L&M SUPPLY	320.60
	TOTAL	470.05
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	45.00
	TOTAL	45.00
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1612745	PLUMB CATALYST LLC, THE	2,500.00
	TOTAL MAY MOBILITY	2,500.00
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0100024	A-Z ELECTRIC INC	58,900.00
0100072	AVI SYSTEMS INC	8,216.90
0718060	GRAND RAPIDS HERALD REVIEW	126.50
1301850	MAX GRAY CONSTRUCTION	147,933.93
1415483	NORTHERN INDUSTRIAL ERECTORS	33,012.50
1908090	SHANNON'S INC	255,930.01
1915248	SHI INTERNATIONAL CORP	8,434.95
2000522	TNT CONSTRUCTION GROUP, LLC	102,934.87
	TOTAL CP2020/FD-1 NEW FIRE HALL	615,489.66
2015-3 HIGHWAY 2 WEST TRAIL		
0718060	GRAND RAPIDS HERALD REVIEW	92.00
2000522	TNT CONSTRUCTION GROUP, LLC	164,402.57
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	164,494.57
DACF/PD EXPANSION		
2000522	TNT CONSTRUCTION GROUP, LLC	68,610.90
	TOTAL DACF/PD EXPANSION	68,610.90

DATE: 05/05/2021
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 05/10/2021

VENDOR #	NAME	AMOUNT DUE

STORM WATER UTILITY		
0315455	COLE HARDWARE INC	33.51
1415484	NORTHERN LIGHTS TRUCK	103.94
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
	TOTAL	2,337.45
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$898,947.34
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104095	DALE ADAMS	66.08
0113105	AMAZON CAPITAL SERVICES	420.93
0201354	B. BAIRD-PETTY CASH FUND	19.40
0305530	CENTURYLINK QC	59.73
0315543	CONSTELLATION NEWENERGY -GAS	2,032.92
0718015	GRAND RAPIDS CITY PAYROLL	249,811.43
0900060	ICTV	18,841.31
0920055	ITASCA COUNTY RECORDER	138.00
1015342	SCOTT JOHNSON	638.40
1121695	LANCE KUSCHEL	78.40
1201402	LAKE COUNTRY POWER	43.93
1209516	LINCOLN NATIONAL LIFE	1,914.99
1305046	MEDIACOM LLC	136.90
1309199	MINNESOTA ENERGY RESOURCES	418.32
1309274	MN MUNICIPAL UTILITIES ASSOC	2,924.26
1503200	ODAY EQUIPMENT LLC	8,429.47
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	421.96
1903557	TROY SCOTT	116.49
1921620	SUPERIOR USA BENEFITS CORP	195.00
2000100	TASC	30.60
2114360	UNITED PARCEL SERVICE	170.93
2114750	UNUM LIFE INSURANCE CO OF AMER	270.47
T001237	JB LARSON CONSTRUCTION	500.00
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$288,703.01
	TOTAL ALL DEPARTMENTS	\$1,187,650.35



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1836 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 4/29/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider voiding lost Accounts Payable check #145088, issue a new check, and waiving bond requirements for check issued to Itasca Drift Skippers in the amount of \$2,500.

Sponsors:

Indexes:

Code sections:

Attachments: [Itasca Drift Skippers Affidavit.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider voiding lost Accounts Payable check #145088, issue a new check, and waiving bond requirements for check issued to Itasca Drift Skippers in the amount of \$2,500.

Background Information:

Accounts Payable check #145088 issued to Itasca Drift Skippers on January 12, 2021 is lost. Rusty Eichorn for Itasca Drift Skippers has completed an Affidavit of Lost Check.

Requested City Council Action

Make a motion to void lost Accounts Payable check #145088, issue a new check, and waiving bond requirements for check issued to Itasca Drift Skippers in the amount of \$2,500.

AFFIDAVIT

STATE OF) Minnesota

) SS

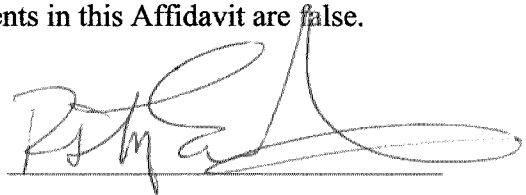
COUNTY OF) Itasca

Itasca Drift Skippers, being first duly sworn on oath, states that he/she resides at **33455 Wagon Wheel Court Rd, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **145088**, issued to **Itasca Drift Skippers**, drawn by **City of Grand Rapids** dated **01/12/21**, for the sum of **\$2,500.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Lost in Mail

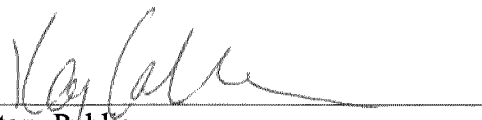
I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED

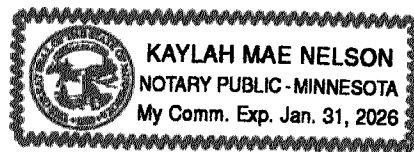


Subscribed and sworn to before me

This 27th day of April, 2021.



Notary Public





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1837 **Version:** 1 **Name:** Annual SVL Service Agreement Library Chiller
Type: Agenda Item **Status:** Consent Agenda
File created: 4/30/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider authorizing the Mayor to sign a service agreement for annual 2021 renewal with SVL for maintenance program on the Library Chiller June 1, 2021- May 31, 2022.

Sponsors:

Indexes:

Code sections:

Attachments: [2021 SVL Contract](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the Mayor to sign a service agreement for annual 2021 renewal with SVL for maintenance program on the Library Chiller June 1, 2021- May 31, 2022.

Background Information:

This is the annual 2021 renewal of a service agreement with SVL for preventative maintenance to the Library Chiller. The total annual 2021 cost for the service agreement is \$2735.

Staff Recommendation:

Staff recommends council authorize the mayor to sign annual 2021 service agreement with SVL for Library Chiller preventative maintenance at a cost of \$2735.

Requested City Council Action:

Make a motion authorizing the Mayor to sign annual 2021 service agreement with SVL for Library Chiller preventative maintenance at a cost of \$2735.



April 20, 2021

City of Grand Rapids
420 Pokegama Avenue North
Grand Rapids, MN 55744

Attn: Nathan Morlan

RE: Service Agreement Renewal

Dear Nathan,

Enclosed please find a quote for a service agreement on the new Daikin chiller that was installed at the library in 2014. SVL supplied, started, and serviced the new AGZ075 chiller since it was installed. We offer to continue these essential services for another year (June 1, 2021 through May 31, 2022) for the net price of \$2,735.00

Enclosed, please find two copies of our renewal documents for your records and approval. If these terms are acceptable to you please sign and return one copy to our office.

If you have any questions or need anything please feel free to give me a call or send me an email. My direct line is (651) 288-6682. You can also send me an email at alleng@svl.com. I'm looking forward to working with you.

Sincerely,

Allen Gramse

Allen Gramse
Service Manager
Schwab Vollhaber Lubratt Service Corp.



SERVICE AGREEMENT

We propose the following maintenance program on the equipment located at:

Grand Rapids Library
420 North Pokegama
Grand Rapids, MN 55744

Equipment Covered

(1) McQuay AGZ075 Chiller

PREDICTIVE MAINTENANCE

Spring Inspection:

- Tighten all electrical power wiring connections.
- Perform a meg ohm test on each of the compressors.
- Check the chiller for refrigerant loss.
- Perform an acid and moisture check on each refrigeration circuit if warranted.
- Perform a vibration check of each of the compressors.
- Check the operation of the chiller; this includes all pressures, temperatures and valve operations, etc.
- Review the error log and address any shutdown alarms
- Review the operation of the chiller with the owner representative.

Summer Inspection:

- Completely check the operation of the chiller and make any adjustments or minor repairs that are required to keep the equipment operating properly.
- Clean the condenser coils.
- Check for any shutdown codes that may have occurred.
- Discuss the operation with the owner's representative.

Fall Shutdown:

- Pump the refrigerant into the condenser and close all manual valves so that the refrigerant remains secure on the condenser for the winter months.
- Shut down the chiller so it cannot start.
- Drain the water from the chiller if required.

Comments:

All parts will be invoiced separately.

Hourly rates for services beyond the scope of this contact will receive a 10% discount on our standard service rates. Service rates are subject to change during the term of this agreement.

TOTAL ANNUAL COST OF CONTRACT \$2,735.00



TERMS OF SERVICE AGREEMENT

1. Contract automatically renewable annually at the end of the original term (price subject to revision) and may be cancelled by either party any time during the term by giving at least thirty (30) days **written** notice. Failure to keep your account current shall release Schwab-Vollhaber-Lubratt of performance of this contract.
2. We warrant that all work will be performed in a professional manner by competent technicians. There are no other warranties, express or implied, and we shall not be liable for consequential damages nor expenses incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of this agreement. We shall not be liable for loss or damages due to delays or inability to perform as a result of strikes, transportation delays, governmental intervention and/or regulations or other causes beyond our control. The sole remedies for any breach of our warranty are re-performing the work or refunding the price of the work at our option.
3. Repairs, replacements and emergency service occasioned by improper operation, negligence, and misuse of the equipment or due to any cause beyond our control shall be invoiced at prevailing service rates. Repairs, replacements, inspections or modifications required by insurance companies, government, state, municipal or other authority shall be invoiced at prevailing rates.
4. Schwab-Vollhaber-Lubratt shall not be responsible for air balance, ductwork, electrical disconnect switches, recording or portable instruments, gauges or thermometers, appearance of decorative cabinets or corrections to design or installation.

The specific labor and materials on the face of this contract will be furnished for the sum of **\$2,735.00** payable net 30 days after invoice

Respectfully submitted,

Schwab-Vollhaber-Lubratt Service Corp.

By: Allen Gramse
Allen Gramse, Service Manager

Date: April 20, 2021

Accepted by: _____

Title: _____

Date: _____

Contract For The Year: June 1, 2021– May 31, 2022



SERVICE AGREEMENT

We propose the following maintenance program on the equipment located at:

Grand Rapids Library
420 North Pokegama
Grand Rapids, MN 55744

Equipment Covered

(1) McQuay AGZ075 Chiller

PREDICTIVE MAINTENANCE

Spring Inspection:

- Tighten all electrical power wiring connections.
- Perform a meg ohm test on each of the compressors.
- Check the chiller for refrigerant loss.
- Perform an acid and moisture check on each refrigeration circuit if warranted.
- Perform a vibration check of each of the compressors.
- Check the operation of the chiller; this includes all pressures, temperatures and valve operations, etc.
- Review the error log and address any shutdown alarms
- Review the operation of the chiller with the owner representative.

Summer Inspection:

- Completely check the operation of the chiller and make any adjustments or minor repairs that are required to keep the equipment operating properly.
- Clean the condenser coils.
- Check for any shutdown codes that may have occurred.
- Discuss the operation with the owner's representative.

Fall Shutdown:

- Pump the refrigerant into the condenser and close all manual valves so that the refrigerant remains secure on the condenser for the winter months.
- Shut down the chiller so it cannot start.
- Drain the water from the chiller if required.

Comments:

All parts will be invoiced separately.

Hourly rates for services beyond the scope of this contact will receive a 10% discount on our standard service rates. Service rates are subject to change during the term of this agreement.

TOTAL ANNUAL COST OF CONTRACT \$2,735.00



TERMS OF SERVICE AGREEMENT

1. Contract automatically renewable annually at the end of the original term (price subject to revision) and may be cancelled by either party any time during the term by giving at least thirty (30) days **written** notice. Failure to keep your account current shall release Schwab-Vollhaber-Lubratt of performance of this contract.
2. We warrant that all work will be performed in a professional manner by competent technicians. There are no other warranties, express or implied, and we shall not be liable for consequential damages nor expenses incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of this agreement. We shall not be liable for loss or damages due to delays or inability to perform as a result of strikes, transportation delays, governmental intervention and/or regulations or other causes beyond our control. The sole remedies for any breach of our warranty are re-performing the work or refunding the price of the work at our option.
3. Repairs, replacements and emergency service occasioned by improper operation, negligence, and misuse of the equipment or due to any cause beyond our control shall be invoiced at prevailing service rates. Repairs, replacements, inspections or modifications required by insurance companies, government, state, municipal or other authority shall be invoiced at prevailing rates.
4. Schwab-Vollhaber-Lubratt shall not be responsible for air balance, ductwork, electrical disconnect switches, recording or portable instruments, gauges or thermometers, appearance of decorative cabinets or corrections to design or installation.

The specific labor and materials on the face of this contract will be furnished for the sum of **\$2,735.00** payable net 30 days after invoice

Respectfully submitted,

Schwab-Vollhaber-Lubratt Service Corp.

By: Allen Gramse
Allen Gramse, Service Manager

Date: April 20, 2021

Accepted by: _____

Title: _____

Date: _____

Contract For The Year: June 1, 2021– May 31, 2022



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1838	Version:	1	Name:	New Fire Hall MN Energy Infrastructure Installation Agreement
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	4/30/2021	In control:		In control:	City Council
On agenda:	5/10/2021	Final action:		Final action:	
Title:	Consider authorizing the City Administrator to sign a Distribution Facilities Installation Agreement with Minnesota Energy for installation of new natural gas service line for the new Fire Hall.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MN Energy New Fire Hall				

Date	Ver.	Action By	Action	Result
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Consider authorizing the City Administrator to sign a Distribution Facilities Installation Agreement with Minnesota Energy for installation of new natural gas service line for the new Fire Hall.

Background Information:

This agreement is required in order to authorize installation of natural gas utility infrastructure to the new Fire Hall by Minnesota Energy Resources. The construction schedule for the new Fire Hall is very tight, in order to keep construction site work on schedule the City Administrator has signed the agreement so the installation can move forward ahead of parking lot paving. There is no upfront cost to the City at this time.

Staff Recommendation:

Staff recommends council authorize the City Administrator to sign a Distribution Facilities Installation Agreement with Minnesota Energy for installation of new natural gas service line for the new Fire Hall.

Requested City Council Action:

Make a motion authorizing the City Administrator to sign a Distribution Facilities Installation Agreement with Minnesota Energy for installation of new natural gas service line for the new Fire Hall.



Minnesota Energy Resources Corporation
2685 145th Street West
Rosemount, MN 55068
www.minnesotaenergyresources.com

Distribution Facilities Installation Agreement

District G96

Work request/revision 3265093-2

This contract is for the installation of natural gas facilities entered into on 4/26/2021 (contract date) between Grand Rapids Fire Hall (customer) and Minnesota Energy Resources (company). Installation will take place at the site address/location 104 SE 11 ST in the city of Grand Rapids, county of Itasca, state of Minnesota.

Minnesota Energy Resources agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Minnesota Public Utilities Commission (PUC). Minnesota Energy Resources furthermore agrees to render service to the customer at such point on the premises as has been mutually determined and agreed upon. The customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of minimum charges, and all appropriate Minnesota Energy Resources tariffs on file with the PUC.

Customer's contribution in aid of construction* \$0

***This amount is owed by the customer after Minnesota Energy Resources' investment in this project.**
Any required payment must be sent with the signed agreement in order for this project to proceed.

This agreement does does not include the cost of the service(s) all the way to the meter. When it does not, additional charges may be forthcoming for excess footage beyond 75 feet from the property line.

Allowances are determined by Minnesota Energy Resources' extension rule policies that have been approved by the PUC.

I have read, understand and agree to the terms and conditions of this contract

Customer signature: Adam Payel / city Administrator Date 4/27/21

Mailing address: Grand Rapids Fire Hall
420 Pokegama Ave
Grand Rapids MN, 55744

Minnesota Energy Resources signature: Jenetta Glassmann Date: 4/26/2021

Return contract and contribution to: Minnesota Energy Resources
Attn: Contract Coordinator
2685 145th Street West
Rosemount, MN 55068

Or email signed contract (no contribution only) to: MERC-Contracts@minnesotaenergyresources.com

ADDITIONAL TERMS AND CONDITIONS

1. This contract is not effective until signed by both the company and the customer. If the customer fails to return the contract to the company within 60 days of the company signature date or contract date, the contract offer is null and void.
2. The payment calculation of this contract is subject to change if the customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the customer prior to construction, and a new feasibility study will be conducted and a new contract executed. If during construction, the company encounters unanticipated abnormal conditions, such as rock or frost outside of the normal winter construction period of Dec. 1 to April 1, the customer shall be responsible for these additional costs.
3. As a condition of receiving service, the customer agrees to grant the company, at no cost, an easement for the necessary construction, operation and maintenance of any portion of the extension necessary to serve the customer.
4. The customer further understands that their structure must comply with the applicable state and federal conservation code and any other applicable codes and that any noncompliance in future inspections by the company may be grounds for disconnection of service.
5. If the service to the customer is part of a project designed to serve several customers from one extension, it is understood that this contract will be binding on the parties hereto only when and if the company secures sufficient contracts to warrant, in company's sole discretion, the construction of the project.
6. All the terms and conditions of this contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. If the customer leases, sells or otherwise disposes of the property herein described, they shall complete the payments according to this Contract unless they shall have secured an assumption of their remaining obligations under this contract, satisfactory to and approved by the company.
7. Whether stated or not, a special facilities charge will be applied during the winter construction period, as stated in the company's approved tariffs.
- 8. Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.**
9. The customer, irrespective of subsequent change of ownership, shall provide, at no expense to the company, soil graded within 6 inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the customer at no expense to the company prior to installation of facilities. The company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the customer.
- 10. The customer agrees to provide the company, or its authorized contractor, the location, within 24 inches, of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, natural gas or fuel that are owned by the customer on the premises, and which may be encountered by the company or its authorized contractor during the proposed installation of the facilities. If the customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 24 inches from the location identified by the customer, the Customer shall defend, indemnify and hold the company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation, attorneys' fees arising out of or in connection with the customer's use of service.**
11. In no event shall the company be responsible for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law.
12. If any provision of this contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the contract.
13. This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota.
14. The customer and the company hereby agree to abide by and be subject to the rules, regulations and schedules of the company as filed with and approved by the Minnesota Public Utility Commission from time to time, as well as the rules and regulations of the Minnesota Administrative Code.
15. In the event of a conflict between this contract and the Company's approved tariffs, the tariffs shall prevail.
16. Beginning the date the natural gas meter serving the customer is installed, or 180 days after the natural gas service line serving the customer is installed, whichever is earlier, the customer will be billed the applicable minimum charge. The determination of the rate schedule the customer is expected to take service under shall be in company's sole discretion.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1839 **Version:** 1 **Name:** Mediacom Franchise Agreement - Renewal
Type: Agenda Item **Status:** Consent Agenda
File created: 4/30/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider adopting an ordinance approving a 15 year franchise agreement with Mediacom Minnesota LLC
Sponsors:
Indexes:
Code sections:
Attachments: [Grand Rapids Video Franchise Renewal 5-4-21](#)
[DOCSOPEN-#705824-v4-Redined_Final_Franchise_Mediacom](#)

Date	Ver.	Action By	Action	Result
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Consider adopting an ordinance approving a 15 year franchise agreement with Mediacom Minnesota LLC

Background Information:

The City of Grand Rapids has had a franchise agreement with Mediacom Minnesota LLC allowing it to operate its system within City right-of-way. The existing agreement expired on September 12, 2020 and both entities have been working on a mutually agreed upon extension. The attached agreement has been reviewed and approved by Mediacom, the Grand Rapids Cable Commission and City Staff.

Staff Recommendation:

Matt Wegwerth, Public Works Director / City Engineer, recommends approving a 15 year franchise agreement with Mediacom Minnesota LLC

Requested City Council Action

A motion adopting an ordinance approving a 15 year franchise agreement with Mediacom Minnesota LLC



Bill Jensen
Group Vice President

VIA CERTIFIED U.S. MAIL & EMAIL

May 5, 2021

Mr. Robert J.R. Vose
Kennedy & Graven, Chartered
Fifth Street Towers
Suite 700
150 S. Fifth Street
Minneapolis, Minnesota 55402-1299

Re: Video Franchise Renewal – Mediacom Minnesota LLC & City of Grand Rapids, MN

Dear Bob,

On behalf of Mediacom Minnesota LLC, this letter confirms the cable television franchise renewal document between the City of Grand Rapids and Mediacom received via email from you on April 23, 2021 is acceptable to Mediacom. If any changes are made to this document, Mediacom reserves the right to review and either approve or require modification of any such changes to assure it is acceptable to both parties.

We appreciate the diligence of the City's representatives in reaching mutual agreement on this franchise renewal and look forward to continuing to serve the City of Grand Rapids for many years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Jensen", written in a cursive style.

Bill Jensen

Cc: Jane Bremer
Bremer Law, PC

Theresa Sunde, Senior Manager of Government Relations
Mediacom

Jason Janesich, Area Director of Operations
Mediacom – Iron Range

Mediacom Minnesota LLC
1504 2ND Street SE, Waseca, Minnesota 56093
Telephone: 507-837-4860 • Fax 507-835-4567
E-mail: bjensen@mediacomcc.com

ORDINANCE NO. _____

AN ORDINANCE GRANTING A RENEWED FRANCHISE TO MEDIACOM MINNESOTA LLC IN THE CITY OF GRAND RAPIDS; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE RENEWED FRANCHISE; PROVIDING FOR CERTAIN SERVICE REGULATIONS; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN

The City of Grand Rapids ordains:

Section I.
Statement of Intent and Purpose

By the adoption of this renewed Franchise, the City hereby grants a franchise ordinance. The provision of competitive cable service can contribute significantly to the communication needs and desires of residents of the City. Further, the City may achieve better utilization and improvement of public services with the development.

Section II.
Definition of Terms

1. **Terms.** For purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory.
 - a. “**Affiliate**” means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.
 - b. “**Applicable Laws**” means a) any local law or City Code applied in a uniform and nondiscriminatory manner; b) federal or state statute, law or regulation including Minn. Stat. § 238 et. seq. as may be amended, and c) any other final legal authority governing any of the matters addressed in this Franchise.
 - c. “**Cable Service**” means: the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (iii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
 - d. “**Cable System**” or “**System**” means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, terminal devices, equipment, or facilities located in whole, or in part, in the City and designed and constructed for the purpose of distributing Cable Service in the City. For purposes of this Franchise, the term does not include an open video

system certified by the FCC in accordance with 47 C.F.R. §§ 76.1500-76.1514.

- e. “Channel” means a single full motion video channel.
- f. “City” means the City of Grand Rapids, Minnesota.
- g. “Competition” means the existence of two (2) or more entities authorized to provide Cable Service to substantially the same potential customers in the City pursuant to franchises.
- h. “Drop” means the cable that connects the ground block on the Subscriber’s residence or institution to the nearest distribution tap of the System.
- i. “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- j. “Franchise” means this ordinance and the contractual relationship established hereby.
- k. “Franchise Fee” means the fee or assessment imposed by the City on a Grantee solely because of its status as a franchisee. The term “Franchise Fee” does not include: (i) any tax, fee or assessment of general applicability; (ii) capital costs which are required by this Franchise related to the provision of public, educational, or governmental access facilities; (iii) requirements or charges incidental to awarding or enforcing this Franchise, including payments for bonds, security funds or letters of credit, insurance, indemnification, penalties or liquidated damages; or (iv) any fee imposed under Title 17 of the United States Code.
- l. “Grantee” is Mediacom Minnesota LLC, its lawful successors, transferees or assignees.
- m. “Gross Revenues” means all revenues received by the Grantee or its Affiliates from operation of the System to provide Cable Service to Subscribers in the City. Gross Revenues do not include the following: 1) revenues or other receipts derived from the provision or transport of non-Cable Services; 2) any taxes, fees, charges or Universal Service contributions on Cable Services imposed directly or indirectly on any Subscriber by any governmental unit or agency; 3) the PEG Fee; 4) launch fees; 5) bad debt written off by Grantee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue upon collection; or 6) Subscriber deposits. Gross Revenues shall be calculated in accordance with generally accepted accounting principles (“GAAP”).

The parties acknowledge that the Grantee may offer a bundle or package of Cable Services and non-Cable Services at a discounted rate. In order to calculate Gross Revenues, the Grantee will allocate revenues generated from a bundle or package of services between Cable Services (which are subject to the Franchise Fee) and non-Cable Services (which are not subject to the Franchise Fee but may be subject to other fees and/or taxes) on a proportionate, pro rata basis based on the Grantee's generally available rate (rate card) for each service individually or, if such methodology conflicts with GAAP, bundled revenues shall be allocated in accordance with GAAP. In no event shall the Grantee allocate the revenues to evade its Franchise Fee obligations under this Franchise or disproportionately reduce Gross Revenues.

- n. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.
- o. "PEG Access" means public, educational, governmental channels, equipment, facilities, funding, or operations as the context may require.
- p. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- q. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in the City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of the City, including other dedicated Rights-of-Way for travel purposes and utility easements.
- r. "Right-of-Way Ordinance" means those provisions of the City Code establishing permitting requirements for work in or use of Rights-of-Way, and any amendments thereto.
- s. "Service Area" or "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted.
- t. "Standard Installation" means any installation which is located up to one hundred twenty-five (125) feet from the existing distribution system.
- u. "Subscriber" means any Person who lawfully receives Cable Service from Grantee.

Section III.
Grant of Franchise

1. Findings of Council. In the review of the request for Franchise renewal by the Grantee and negotiations related thereto, the Grantee's technical, financial, legal qualifications and ability were considered and approved in accordance with state and federal law. In addition, the Grantee's plans for continuing to provide Cable Service were considered and found adequate and feasible. The Franchise granted herein is intended to comply in all respects with Minnesota Statutes Chapter 238, and all applicable federal laws and regulations.
2. Grant of Franchise. This Franchise is nonexclusive and is granted pursuant to the terms and conditions contained herein. The Grantee shall have the continued right and privilege pursuant to this Franchise to provide Cable Service and construct, reconstruct, operate and maintain a System in the Rights-of-Way in the City. Use of the Rights-of-Way to operate a System and provide Cable Service is subject to Applicable Law, including the terms and conditions of the Right-of-Way Ordinance.
3. Lease or Assignment Prohibited. Grantee shall not assign or lease its entire System channel capacity to an unaffiliated person without obtaining the prior written approval of the City. However, Grantee may carry and distribute the video programming of unaffiliated providers pursuant to its legal and regulatory obligations without providing advance notice to the City and without obtaining any approvals from the City.
4. Franchise Term. This Franchise shall take effect upon the Effective Date and shall remain in effect for a period of fifteen (15) years until _____, 203__.
5. Compliance with Applicable Laws, Resolutions and Ordinances. The Franchise shall, at all times, be subject to Applicable Law. Subject to Applicable Law, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power and eminent domain rights of the City.
6. Franchise Area/Service Area.
 - a. This Franchise is granted for the Service Area. Grantee shall be required to extend Service to any requesting Person or area in the Service Area in the event there is a minimum of twenty-five (25) dwelling units per linear mile of cable as measured from Grantee's closest activated tap measured along existing rights-of-way.
 - b. No potential Subscriber shall be refused Cable Service arbitrarily. If an area does not meet the density requirements of Section 3.6.a., the Grantee shall extend the Cable System to Subscribers in that area on mutually acceptable terms and conditions. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers or developer be paid in advance. Subscribers and/or the developer shall also

be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence or structure.

- c. Cable Service shall not be denied to any group of potential residential Subscribers because of the income of the residents of the area in which such group resides.

- 7. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or ninety-six (96) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to Grantor: City of Grand Rapids
Attn: City Administrator
420 N. Pokegama Ave.
Grand Rapids, MN 55744-2662

If to Grantee: Mediacom Minnesota LLC
Regional Manager
1504 Second St. SE
Waseca, MN 56093

With copy to: Mediacom Communications Corp.
Bruce Gluckman, Esq.
Group Vice President of Legal & Regulatory Affairs
One Mediacom Way
Mediacom Park, NY 10918

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

Section IV. **Construction Standards**

- 1. Right of Way Ordinance. Grantee's System will be constructed in accordance with Applicable Law, including the terms and conditions of the Right-of-Way Ordinance, and will be operated in compliance with such requirements. The terms of Applicable Law including the Right-of-Way Ordinance will supersede any directly conflicting or inconsistent terms and conditions herein.

Section V.
System Design

1. System Design and Channel Capacity.
 - a. The Grantee will provide and maintain for the term of this Franchise a System providing a minimum of 750 MHz capacity with the capability of making available a minimum of 250 channels. In addition, the Grantee agrees to periodically meet with the City Council at the City's request, no more than once each three (3) years, to discuss the current state of Cable Service technology, the System's performance and capabilities, and any plans Grantee may have for improving the System in order to maintain modern facilities.
 - b. All Cable Service programming decisions will be made by Grantee, subject to its responsibilities under federal law. The initial broad categories of Cable Service are identified in Exhibit A attached hereto and incorporated herein by reference. The Grantee shall comply with federal law, including all applicable FCC rules, regarding notifying the City and Subscribers prior to any channel deletions.
2. System Extension and Annexed Areas. Subject to the line extension criteria in Section 3.6.a., the Grantee shall extend the Cable System into an area annexed by the City; provided however, Grantee may, but shall not be obligated to extend the Cable System into any part of an annexed area that is already served by a Cable Service or OVS provider.
3. Emergency Override/EAS Requirements. The Grantee will implement emergency alert override capability consistent with Applicable Law. The Grantee shall make its emergency alert system available to the City in the event of a local emergency; provided, however, that any such use by the City is in accordance with the applicable state and local plans as approved in accordance with FCC regulations.

Section VI.
Customer Service

1. Enforcement of Customer Service and Technical Standards. In the event there is Competition in the City the City shall stay enforcement of this Section VI, provided, however, the City may initiate enforcement of any or all provisions in this Section if one or more entities holding franchises to provide Cable Service cease actually offering such Service and only the Grantee continues to actually provide Cable Service to Subscribers in the City. The City may initiate enforcement of this Section due to the presence of the circumstances set forth in this Section VI(1) by Resolution of the City Council. The Resolution shall indicate the basis for the City's determination that it may begin to enforce this Section. A copy of such Resolution shall be mailed to Grantee. The City shall ensure that Grantee is

provided thirty (30) days' notice, either from a Subscriber or City, to address complaints prior to City taking any enforcement action.

2. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which are incorporated herein by reference.
3. FCC Reports. Upon request, the results of any tests required to be filed by Grantee with the FCC shall be filed with City or its designee within ten (10) days of the conduct of such tests.
4. Regulation of Service Rates.
 - a. The City may regulate Subscriber rates for the provision of Cable Service over a System to the extent consistent with and allowed under Applicable Law.
 - b. A list of Grantee's current residential Subscriber rates and charges shall be maintained on file with the City and shall be available for public inspection. Grantee shall give the City and Subscribers written notice of any change in a rate or charge in accordance with any applicable FCC requirements, unless such change arises from changes in regulatory fees, franchise fees, access costs or franchise imposed costs.
5. Sales Procedures. Grantee shall comply with Applicable Law when marketing Cable Services within City. Grantee shall have the right to market consistent with local ordinances and other Applicable Laws and regulations.
6. Telephone Inquiries and Complaints.
 - a. Availability. Grantee will maintain local, toll-free or collect call telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week. During Normal Business Hours, trained representatives of Grantee shall be available to respond to Subscriber inquiries. Grantee will ensure that: (1) an adequate number of trained company representatives will be available to respond to customer telephone inquiries during Normal Business Hours; and (2) after Normal Business Hours, the access line will be answered by a trained company representative or a service or an automated response system such as an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.
 - b. Telephone Answer Time and Busy Signals. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed a reasonable wait time. Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time.

7. Installation, Outage and Service Calls. Under Normal Operating Conditions which will exclude the initial deployment period, each of the following standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis: (1) Excluding conditions beyond the control of Grantee which prevent performance, Grantee will begin working on service interruptions promptly, and in no event later than twenty-four (24) hours after the interruption becomes known, and Grantee must begin actions to correct other service problems the next business day after notification of the service problem and resolve such problems as soon as is reasonably possible; (2) The “appointment window” alternatives for Installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Grantee may schedule service calls and other installation activities outside of Normal Business Hours for the convenience of the customer; (3) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment; (4) If a representative of Grantee is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time during Normal Business Hours which is convenient for the customer.
8. Complaint and Other Service Records. Subject to Grantee’s obligation to maintain the privacy of certain information, Grantee shall prepare and maintain written records of all complaints received and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Upon request, Grantee shall provide the City with a written summary of such complaints and their resolution on a quarterly basis and in a form mutually agreeable to City and Grantee. Grantee may be required to provide detailed compliance reports on a quarterly basis with respect to the objectively measurable service standards herein upon written demand by the City.
9. Subscriber Contracts. Grantee shall provide to City upon request any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall provide a document completely and concisely stating the length and terms of the Subscriber contract offered to customers.
10. Billing and Subscriber Communications. Bills must be clear, concise, and understandable, with itemization including but not limited to, basic and premium charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits. In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within thirty (30) days.
11. Refunds and Credits. Grantee’s refund policies shall comply with Applicable Law. Refund checks will be issued promptly, but no later than 30 days after the return of the equipment supplied by the Grantee if Service is terminated. Upon request, Grantee shall issue refunds or credits for outages lasting in excess of twenty four (24) continuous hours provided that Grantee shall not be obligated to provide

refunds or credits for interruptions caused by the negligence or willful act of the Subscriber, interruptions caused by Subscriber-provided facilities or equipment, interruptions caused by electric power failure, force majeure events or interruptions in programming caused by content providers. No other liability shall attach to the Grantee in consideration of such interruption to Service.

12. Late Fees. Fees for the late payment of bills shall not accrue until the normal billing cut-off for the next month's service approximately one (1) month after the unpaid bill in question was sent to the Subscriber.
13. Local Office. Grantee shall maintain a local office in the City that is staffed during normal business hours provided that, upon thirty (30) days' notice to the City, the Grantee may discontinue its local office and, provided that, the City may hold a public hearing concerning the need for the local office prior to its closing.
14. Additional Customer Service Requirements. The City expressly reserves authority to adopt additional or modified customer service requirements to address subscriber concerns or complaints in accordance with federal law. Such requirements shall be applied to Grantee only to the extent they are consistent with, and do not abrogate, the terms of this Franchise. Nothing in this section shall prevent or affect the ability of Grantee to object to the application of any new customer service requirements based on state or local law.
15. Letter of Credit.
 - a. The Grantee shall deliver to the City an irrevocable and unconditional Letter of Credit, in form and substance acceptable to the City, in the amount of \$10,000.
 - b. The Letter of Credit shall provide that funds will be paid to the City, upon written demand of the City, in payment for any monies owed by Grantee pursuant to its obligations under this Franchise. The City may also, in its sole discretion, charge to and collect from the Letter of Credit liquidated damages in an amount of up to \$100.00 per violation of any provision of this Franchise as provided below. Such liquidated damages may be assessed per day for each day, or part thereof, such violation continues.
 - c. The City shall provide a written notice of violation giving Grantee thirty (30) days in which to cure such violation. At any time after the cure period, provided Grantee remains in violation, the City may draw from the Letter of Credit.
 - d. Grantee may notify the City in writing during the cure period that there is a dispute as to whether a violation or failure has in fact occurred. Grantee shall specify with particularity the matters disputed and the basis for dispute. Such notice shall toll any draw on the letter of credit until Grantee's dispute is heard. The City shall hear Grantee's dispute at the next regularly scheduled Council meeting or within sixty (60) days of receipt of said notice

of dispute, whichever is shorter. In the event City determines that a violation has taken place, such determination shall be deemed final, subject to Grantee's right to appeal such final determination to a court or forum of competent jurisdiction.

- e. If the City draws upon the Letter of Credit, Grantee shall replace the same within ten (10) days and shall deliver to the City a like replacement Letter of Credit.
- f. The drawing on the Letter of Credit shall not be a waiver or release of default and shall not be deemed an exclusive remedy.

16. Periodic Evaluation.

- a. The City may require evaluation sessions during the term of this Franchise not more than annually, upon thirty (30) days written notice to Grantee.
- b. All evaluation sessions shall be open to the public. Grantee shall notify its Subscribers of any evaluation sessions by announcement of at least sixty (60) seconds in duration on at least one (1) Basic Service channel between the hours of 7:00 p.m. and 9:00 p.m. for five (5) consecutive days preceding each session.
- c. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics the City and Grantee deem relevant.
- d. As a result of a periodic review or evaluation session, the City may request Grantee to amend the Franchise to provide additional services or facilities as are mutually agreed upon and which are both economically and technically feasible taking into consideration the remaining term of the Franchise.

SECTION VII.

PEG AND INSTITUTIONAL SERVICES

1. Public, Educational and Government Access.

- a. Responsibility for PEG Access. The City or its PEG Access programming designee, Itasca Community Television, Inc. ("ICTV"), will operate, administer, and manage PEG Access. The City or its designee may implement rules associated with PEG Access. As long as Competition exists, the City will not designate the competing franchisee or its affiliates to manage PEG Access.

b. PEG Channels and Programming.

1. The Grantee shall cablecast on the PEG Access channels all PEG programming produced or created by the City or its designee for carriage, including live programming, which is delivered to Grantee. The signal delivered to Grantee shall comply with applicable FCC technical standards.
2. The Grantee shall dedicate two (2) channels for PEG Access use. Nothing herein shall diminish the City's rights to secure additional channels pursuant to Minn. Stat. § 238.084, which is expressly incorporated herein by reference. Channel time and playback of prerecorded programming on the PEG access and community program channel(s) must be provided at no additional charge to the City and the public.
3. At such time that the City or ICTV produces PEG Access programming in high definition (HD), Grantee shall, upon one hundred twenty (120) days' written notice and subject to equipment availability, provide one (1) PEG Access Channel in HD provided that the signals received meet Grantee's technical specifications for HD channels and the Grantee's out-of-pocket costs to receive and distribute the HD programming ("Grantee Costs") are reimbursed by the City. Upon receipt of the City's request to convert the PEG Channel to HD, Grantee shall obtain and share relevant information regarding expected project costs, including work orders, vendor quotes and bid specifications, and shall work cooperatively to attempt to minimize the total cost. Once the estimated Grantee Costs are determined and approved by the City and the City has made payment for the approved Grantee Costs, the parties shall move forward with the conversion. The Grantee shall provide a final statement of Grantee Costs upon completion of the HD conversion and shall either include an invoice for any additional Grantee Costs incurred or shall issue a refund to the City for any Grantee Costs not incurred but paid for by the City. Nothing in this section shall make the Grantee responsible for Grantee Costs.
4. Grantee shall simulcast the HD PEG Access Channel in HD and SD; provided however, that at such time as Grantee delivers substantially all of its Channels in HD or other digital format, Grantee may determine that it will cease simulcasting the PEG Channel in SD. At such time City may convert the second PEG Access Channel to HD in accordance with Section 7.b.3 herein.
5. The Grantee shall provide to each of its Subscribers who receive all, or part of, the total Cable Services offered over its System, reception

on the PEG Access channels at no additional charge. The PEG Access channels may be used by the public, local educational authorities, and local government on a first-come, first-served, nondiscriminatory basis. During those hours that the specially designated access channels are not being used by the public, educational authorities or local government, the Grantee may lease time to commercial or noncommercial users on a first-come, first served, nondiscriminatory basis if the demand for that time arises. The Grantee may also use the specially designated access channels for local origination during those hours when the channel is not in use by the public, local educational authorities, local government, or commercial or noncommercial users who have leased time.

6. Grantee shall make reasonable efforts to coordinate the cablecasting of PEG programming on the Cable System on the same Channel designations as such programming is currently cablecast (Channels 2, and 7).
7. Grantee shall provide City and all Subscribers with at least sixty (60) days prior written notice of any PEG Channel relocation.
8. The Grantee shall, throughout the term of this Franchise, provide the following:

- c. Program schedule information for each PEG Access Channel shall be listed in the on-air program guides provided by the Grantee to Subscribers in the manner agreed upon between a third-party electronic programming guide vendor (“EPG provider”) at City’s expense and City.
- d. To the extent Grantee contracts with an EPG provider to provide on screen and on-line program listings, the Grantee shall make available to the City or ICTV the contact information for such EPG provider, and Grantee shall inform the EPG provider that the City and ICTV are authorized to provide programming information for the PEG access channels at City or ICTV expense. The City or ICTV shall be responsible for providing programming information to the EPG provider.

2. PEG Support, Facilities, and Equipment.

- a. The Grantee acknowledges that under 47 C.F.R. § 76.1505 governing the provision of PEG programming by an open video system (OVS) operator, it must permit any OVS operator franchised by the City to connect with its PEG access channel feeds. The Grantee and such OVS operator may enter into an agreement concerning interconnection and sharing of PEG feeds. In the event no agreement is reached, the City may direct such OVS operator to connect to Grantee PEG feeds through ICTV or City facilities. The costs of completing any such connection shall be borne by the OVS operator.

- b. Subject to Applicable Law, Grantee shall continue to provide two-way activated capacity allowing cablecast of live or recorded programming from:
 - a. Grand Rapids City Hall, 420 N Pokegama Ave.
 - b. IRA Civic Center, 1401 NW 3rd Ave.
 - c. Grand Rapids Area Library, 140 NE 2nd St.
 - d. Grand Rapids High School, 800 Conifer Dr.
 - e. Grand Rapids Middle School, 100 NE 8th Ave.
 - f. Grand Rapids Elementary East, 1195 NE 10th St.
 - g. Grand Rapids Elementary West, 901 SW 22nd Ave.
 - h. Reif Performing Arts Center, 720 Conifer Dr.
 - i. ICC, 1851 E US Hwy. 169
 - j. PUC/Public Works Service Center, 500 SE 4th St.
 - k. Itasca County Court House, 123 NE 4th St.
 - l. ICTV, 819 NE 4th St. *

Grantee reserves all rights it may have to assess a lawful fee for such services or facilities or deduct the cost or value of providing such services or facilities from Franchise Fees to the extent provided in Applicable Law and shall comply with Applicable Law regarding any required notice of such change. At such time as Grantee exercises such right, City may reduce the number of sites with two-way activated capacity by providing notice to Grantee of those sites at which it does not wish to retain such capacity.

The Grantee may meet this obligation via an agreement with the City's PEG designee and any provider of Service in the City. For example, the Grantee and any OVS operator may divide responsibility for providing program origination capacity from the above-listed sites.

- c. Grantee shall continue to pay \$1.25 per Subscriber, per month in support of PEG-related needs. Such fee may be itemized as a "PEG Fee" and passed through on Subscriber's bills. Not more than once every three (3) years, upon a public hearing and action by the City Council, the PEG Fee may be increased or decreased by \$.25 per Subscriber, per month up to a total not to exceed \$2.00 per Subscriber, per month. Any increase may only be adopted upon a City Council finding, supported by substantial evidence, that the increase is consistent with: 1) cost of living or inflation indexes, or; 2) the costs of PEG-related facilities and equipment.
- d. On or before November 1st, the City shall provide notice to the Grantee and public of a hearing on any proposed increase in the PEG Fee, to be effective no later than sixty (60) days after any City decision to increase or decrease the PEG Fee. The City will impose equivalent per-Subscriber PEG obligations on any other cable operator.

- e. Cable Service to Public Buildings. Grantee shall continue to provide, free of charge, a Drop, outlet and monthly Cable Service (excluding premium and pay per view channels) to the following three (3) public buildings:
 - i. Grand Rapids City Hall, 420 N Pokegama Ave
 - ii. Itasca County Court House, 123 NE 4th St.
 - iii. ICTV, 819 NE 4th St.

Any public institution may add outlets at its own expense. However, no redistribution of the free Cable Service provided pursuant to this Section shall be allowed without the Grantee's prior written consent. Grantee reserves all rights it may have to discontinue or assess a lawful fee for such services or facilities or deduct the value of providing such services or facilities from Franchise Fees to the extent provided in Applicable Law. Grantee shall comply with Applicable Law regarding any required notice of such change. At such time as Grantee exercises such right, City may reduce the number of sites with two-way activated capacity by providing notice to Grantee of those sites at which it does not wish to retain such capacity.

SECTION VIII.

OPERATION AND ADMINISTRATION PROVISIONS

1. Administration of Franchise. The City shall have authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise.
2. Franchise Fee.
 - a. During the term of the Franchise, Grantee shall pay to the City a Franchise Fee in an annual amount equal to five percent (5%) of its Gross Revenues.
 - b. Any payments due under this provision shall be payable quarterly. The payment shall be made within sixty (60) days of the end of each of Grantee's current fiscal quarters together with a report in form reasonably acceptable to City and Grantee and which shows the basis for the computation.
 - c. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.
3. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, any records maintained by Grantee which relate to Grantee's operations under this Franchise, including specifically Grantee's revenue records, subject to the privacy provisions of 47 U.S.C. § 521 et seq. Grantee shall be required to provide copies of such requested documents to the City unless such documents are confidential and are available for City inspection at a location in the City.

4. Reports to be Filed with the City. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues certified by an officer of the Grantee. At City's request, and with Grantee's agreement which will not be unreasonably withheld, Grantee shall prepare and furnish to the City such other reports with respect to the operations, affairs, transactions or property, as they relate to this Franchise or Cable Services. The form of such reports shall be mutually agreed upon by City and Grantee. To the extent permitted by law, the City shall prevent disclosure of Gross Revenues reports and other reports explicitly identified as "confidential trade secrets" pursuant to Applicable Law.

**SECTION IX.
GENERAL FINANCIAL AND INSURANCE PROVISIONS**

1. Performance Bond.
 - a. At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with the City, the Grantee shall furnish a performance bond to the City in the amount of \$25,000 in a form and with such sureties as are reasonably acceptable.
 - b. The security must be conditioned upon the faithful performance of the Grantee according to the terms of the Franchise and upon the further condition that in the event the Grantee shall fail to comply with the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due the City which arise by reason of the construction, operation, or maintenance of its system in the City.
 - c. The rights reserved by the City with respect to the bond shall not be deemed an exclusive remedy are in addition to all other rights the City may have under the Franchise or any other law. No action, proceeding or exercise of a right with respect to the performance bond shall affect any other right the City may have. The City may, from year to year, in its sole discretion, reduce the amount of the bond.
 - d. The Grantee shall be given thirty (30) days' notice of any franchise violation, or other claim, liability or obligation giving rise to City's right to make a claim under the bond. During this 30-day notice period, the Grantee may either cure the violation, claim, liability or other obligation on which the City's claim is based or dispute the City's determination that there is a lawful basis for making a claim under the bond. If Grantee disputes City's determination that there is a lawful basis for making a claim under the bond, such written notice by Grantee to City shall specify with particularity the matters disputed by Grantee and shall toll any draw on the performance

bond until such dispute is heard. Within forty-five (45) days of the City's receipt of Grantee's notice of dispute of the City's claim, the City shall hold a public hearing with respect to Grantee's notice of dispute.

- e. In the event the City, after any public hearing required by this Section, issues a written decision that the violation, claim, liability, or obligation upon which the City's claim on the Grantee's performance bond is lawful and in compliance with the Franchise and has not been cured, corrected or satisfied within this thirty (30) day cure period, the City may make a claim pursuant to the bond. The City may grant additional time beyond the initial cure period before making a claim under the bond in the event Grantee requests additional time and the City determines that the Grantee has made a good faith effort towards cure and such additional time is necessary to completely cure the alleged violation.
- f. In the event this Franchise is revoked or the rights hereunder relinquished or abandoned by Grantee, the City shall be entitled to collect the full amount of the performance bond as liquidated damages.

2. Indemnification of the City.

- a. The City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with Grantee's construction, operation, maintenance, repair or removal of Grantee's System.
- b. Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of Grantee's exercise of this Franchise. Grantee's obligations herein shall not include any alleged or actual liability which is based on City's or ICTV's operation of PEG Access Channels, facilities or equipment or the programming provided via such PEG Access Channels, facilities or equipment. Nothing herein shall be construed as a waiver by City of its defenses and limitations available to it under law, including the Minnesota Municipal Tort Liability Act, Minnesota Statutes Section 466.01 et. seq.
- c. Nothing in this Franchise relieves a Person, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.
- d. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:

- i. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right.
 - ii. Afford Grantee the opportunity to participate in any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in compromise, settlement or resolution or other disposition of such claim or proceeding subject to Paragraph 2 above.
3. Insurance.
- a. Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for damages which may arise as a result of this Franchise.
 - b. The policies of insurance shall be in the sum of not less than Two Million Dollars (\$2,000,000.00) for personal injury or death of any one Person, for personal injury or death of two or more Persons in any one occurrence, for property damage to any one person, or for property damage resulting from any one act or occurrence.
 - c. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to the City.

SECTION X.
SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

- 1. City's Right to Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required herein, it is determined that:
 - a. Grantee has violated any material provision of this Franchise and failed to timely cure; or
 - b. Grantee has attempted to evade any of the material provisions of the Franchise; or

- c. Grantee has practiced fraud or deceit upon the City or Subscriber.

The City may revoke this Franchise without the hearing required herein if Grantee files for bankruptcy.

2. Procedures for Revocation.

- a. The City shall provide Grantee with written notice of intent to revoke the Franchise which shall identify the basis of the revocation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to cure the violation or to provide adequate assurance of performance in compliance with the Franchise.
- b. City shall schedule a public hearing affording Grantee due process prior to revocation. The public hearing shall be scheduled after the end of the cure period and within ninety (90) days of the date of the notice of revocation. Notice of the hearing shall be provided to Grantee.
- c. The City shall provide Grantee with written notice of its final decision together with written findings of fact supplementing said decision. Only after Grantee receives written notice of the determination by the City to revoke the Franchise may Grantee appeal said decision.
- d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

3. Abandonment of Service. Grantee may not discontinue providing Cable Service services without having first given three (3) months written notice to the City.

4. Removal After Abandonment, Termination or Forfeiture.

- a. In the event of termination or forfeiture of the Franchise or abandonment of Grantee's System, the City shall have the right to require Grantee to remove all or any portion of its System from all Rights-of-Way and public property within the City; provided, however, that the Grantee shall not be required to remove its System if Grantee continues to be authorized to provide non-Cable Service pursuant to state or federal law.
- b. If Grantee has failed to commence removal of its System, or such part thereof as was designated by the City, within one hundred twenty (120) days after written notice of the City demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of the City demand for removal is given, the City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to Grantee's System to be in the City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it pursuant to the provisions of 47 U.S.C. § 547.

5. Sale or Transfer of Franchise.

- a. No sale, transfer, or corporate change of or in Grantee or its System, including, but not limited to, the sale of a majority of the entity's assets, shall take place until the parties to the sale, transfer, or corporate change file a written request with the City for its approval and such approval is granted by the City, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness.
- b. Any sale, transfer, exchange or assignment of stock or other equity interest in Grantee so as to create a new controlling interest shall be subject to the requirements of this Section X.5. The term "controlling interest" as used herein means actual working control in whatever manner exercised.
- c. The City shall have such time as is permitted by applicable federal law in which to review a transfer request, but in no event less than one hundred twenty (120) days.
- d. The City may seek to require any transferee acquiring this Franchise to reimburse the City for reasonable out-of-pocket outside legal and consulting costs associated with the City's review of any request to transfer. Neither this Section, Section II.1(j), nor any other provision of this franchise shall be construed constitute a waiver by Grantee or any transferee of, or otherwise affect, any rights of Grantee or transferee under 47 U.S.C. § 542(b), all of which are expressly reserved.
- e. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to Subparagraph (a) or (b) of this Section be approved without the entity to which the Franchise is transferred becoming a signatory to this Franchise and assuming all rights and obligations hereunder, and assuming all other rights and obligations of the transferor to the City.
- f. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to Subparagraph (a) or (b) of this Section, the City shall have the right to purchase Grantee's System provided, however, that the City shall not be permitted to purchase the System if Grantee continues to be authorized to provide telecommunications service pursuant to state or federal law.

**SECTION XI.
PROTECTION OF INDIVIDUAL RIGHTS**

1. Discriminatory Practices Prohibited. Grantee shall comply at all times with all other applicable federal, state, and local laws, and all executive and administrative orders relating to nondiscrimination.

2. Subscriber Privacy.

- a. Grantee shall comply with the subscriber privacy-related requirements of 47 U.S.C. § 551. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide such authorization. The authorization shall be revocable in writing at any time by the Subscriber without penalty of any kind whatsoever.
- b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. No penalty shall be invoked for a Subscriber's failure to provide such authorization. The authorization shall be revocable in writing at any time by the Subscriber without penalty of any kind whatsoever.
- c. Written permission from the Subscriber shall not be required for the conducting of System-wide or individually addressed electronic sweeps for the purpose of verifying network integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in Subparagraph (b) of this Section.

**SECTION XII.
MISCELLANEOUS PROVISIONS**

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.
2. Work Performed by Others. All obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other Person performing work obtain any rights to provide Cable Service. Grantee shall provide notice to the City of the name(s) and address(es) of any entity, other than Grantee, which performs services pursuant to this Franchise involving the Right-of-Way, public property or new construction or system upgrade.
3. Amendment of Franchise Ordinance. Except as otherwise provided herein, no provision of this Franchise shall be amended or otherwise modified except by an instrument, in writing, duly executed by the City and the Grantee. Such written amendments may be made subsequent to a review session or at any other time if

the City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws.

4. Compliance with Federal and State Laws. The Grantee and City shall conform to applicable state laws and rules not later than one year after they become effective, unless otherwise stated, and shall conform to applicable federal laws and regulations as they become effective.
5. Preemption. In the event that federal or state laws, rules, or regulations preempt a provision or limit the enforceability of a provision of this Franchise, then such provision shall be preempted to the extent, and for the time, provided by law. If such federal or state law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed such that any provision herein is no longer preempted, such provision shall return to full force and effect and be binding on the parties hereto without further action by either party or penalty to either party.
6. Severability. If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction over the subject matter of this Franchise, then such provision shall be considered a separate, distinct and independent part of this Franchise and such determination shall not affect the validity or enforceability of all other provisions hereof.
7. Force Majeure. In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented due to a cause beyond its control, such failure to perform shall be excused for the period of such inability to perform.
8. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of the City to enforce prompt compliance. The City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by the City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
9. Rights Cumulative. All rights and remedies given to the City by this Franchise or retained by the City shall be in addition to and not exclusive of any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.
10. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and has the right to enter into, execute and perform its obligations under this Franchise. Nothing in this Franchise shall be construed as a waiver of any rights by the City or Grantee.
11. Entire Agreement. This Franchise, including all Exhibits, embodies the entire understanding and agreement of the City and the Grantee.

**SECTION XIII.
PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

1. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be January 1, 2021, subject to acceptance by Grantee in accordance with the provisions of Section XIII, 2.

2. Acceptance.
 - a. Grantee shall accept this Franchise prior to enactment by the City. Such acceptance by the Grantee and enactment by the City without modification of any Franchise terms or conditions shall be deemed the grant of this Franchise for all purposes provided.

 - b. Upon acceptance and enactment of this Franchise, the Grantee shall be bound by all the terms and conditions contained herein. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights previously granted to Grantee shall be null and void.

 - c. Grantee shall accept this Franchise in the following manner:
 - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to the City.

 - ii. With its acceptance, Grantee shall also deliver the letter of credit, performance bond and insurance certificates required herein that have not previously been delivered.

Passed and adopted this _____ day of 2021.

(Signature Page Follows)

CITY OF GRAND RAPIDS

MAYOR

ATTEST:

By: _____

Its _____

ACCEPTED: This Franchise is accepted and the undersigned agrees to be bound by its terms and conditions.

Dated: _____

MEDIACOM MINNESOTA LLC

By: _____

Its _____

Published in the _____ this ____ day of _____, 2021.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1842	Version:	1	Name:	PW Request Pay Rate Change for PW PT Employee
Type:	Agenda Item	Status:			Consent Agenda
File created:	5/3/2021	In control:			City Council
On agenda:	5/10/2021	Final action:			
Title:	Consider changing the classification for Public Works Part-Time Summer Maintenance Worker Marlon Lewandowski.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Consider changing the classification for Public Works Part-Time Summer Maintenance Worker Marlon Lewandowski.

Background Information:

At the April 12th City Council Meeting, the City Council approved the Public Works Part-Time Eligibility List for the Summer Maintenance workers. One of those part-time workers who is currently working for the Public Works Department is Marlon Lewandowski. After his first two weeks of work, Kevin Koetz, PW Superintendent and Matt Wegwerth, PW Director/City Engineer feel his skill set better fits with the Summer Maintenance II classification. It is recommended to change Marlon's classification from Summer Maintenance I to Summer Maintenance II, according to the document from Human Resources, the "2020 Pay Range for Part-Time, Seasonal and Temporary Employees". This item would be covered in the 2021 PW Budget.

Staff Recommendation:

Matt Wegwerth, PW Director/City Engineer, recommends changing Marlon Lewandowski's classification to Summer Maintenance II.

Requested City Council Action

Make a motion changing the classification for Public Works Part-Time Summer Maintenance Worker Marlon Lewandowski to the Summer Maintenance II.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1844	Version:	1	Name:	PW Purchase of a Matco Tools Scan Tool for HE & Off-Rd Equipment
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	5/3/2021	In control:		In control:	City Council
On agenda:	5/10/2021	Final action:		Final action:	
Title:	Consider authorizing the Public Works Department's purchase of a Matco Tools Scan Tool for their off-road heavy equipment.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Matco Scan Tool Quote 4-29-21 83193 Snap-On Scan Tool Quote 4-13-21 IMP-00742797				

Date	Ver.	Action By	Action	Result
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Consider authorizing the Public Works Department's purchase of a Matco Tools Scan Tool for their off-road heavy equipment.

Background Information:

Currently the Public Works Fleet Department uses and has operated a diagnostic/scan tool for vehicles for quite some time, but it does not have the capability to diagnose/scan off-road heavy equipment such as loaders, backhoe and ASV's. The Fleet Department has requested two quotes, one from Matco Tools and the other from Snap-On Industrial. Both tools were brought to the Public Works shop and demoed. The Matco Tools Scan Tool called the TEXA HD Truck & Off Hwy Kit was all inclusive and worked perfectly for their needs with no extra monthly fees for a price of \$9,444.75. The Snap-On Scan Tool, the Pro-Link Edge Master Kit, was approximately the same cost at \$9,168.76, but it needs two other features to be loaded into the scan tool at a cost of \$4,740.00 and it also needs a service called a "Repair Connect" for an additional \$960.00, which brings their scan tool cost to a total of \$14,868.76. The PW Fleet Department would like to purchase the all inclusive Matco Tools diagnostic/scan tool at a cost of \$9,444.75. Both of the quotes are attached and it is recommended that this purchase will come out of the Public Works Vehicle Maintenance Budget.

Staff Recommendation:

Matt Wegwerth, PW Director/City Engineer recommends the purchase of the Matco Tools Scan Tool for the price of \$9,444.75.

Requested City Council Action

Make a motion authorizing the Public Works Department's purchase of a Matco Tools Scan Tool for their off-road heavy equipment for a price of \$9,444.75 with funding from the Fleet Maintenance budget.



*** QUOTE ***

Matco Tools
Kevin Gilbert
Authorized Distributor of Matco Tools

OPEN Invoice: 83193
Date: 04/29/2021
Page: 1

Customer:
City Of Grand R Shop Account (1073) City Of Grand Rapids

Distributor:
Kevin Gilbert 36 HORSESHOE DR GRAND RAPIDS, MN 55744 Business Phone: (218) 256-9812 eMail: kandtgilbertmatco@gmail.com

Item	Qty	Item Description	Amount	Comment
UUHDOHWKTAB	1	TEXA HD TRUCK & OFF HWY KIT	9,444.75	

Purchases: 9,444.75
Tax: 0.00
Invoice Total: 9,444.75

***** Purchase up to \$2,500.00 worth of tools for only \$15.00 per week!! See me for details!!!!
***** CHECK OUT THE NEW MATCO APP FOR SMARTPHONES, IT IS AWESOME.

From: Daniel.Marsh@matcotools.com
Sent: Wednesday, January 20, 2021 5:56 PM
To: kandtgilbertmatco@gmail.com
Cc: Daniel.Marsh@internal.matcotools.com
Subject: UUHDOHWKTAB

Below is all the info i was able to obtain for the UUHDOHWKTAB

THIS CUTTING EDGE PACKAGE INCLUDES:

FULLY RUGGED 10" LTE READY IP65 COMPLIANT TABLET (1 Year Warranty)
TEXA NAVIGATOR TXTs (1 Year Warranty)
TEXA IDC5 PLUS TRUCK SOFTWARE LICENSE
TEXA IDC5 OFF-Highway SOFTWARE LICENSE
TEXA TYPE II COMPLIANT AMERICAN TRUCK CABLE (3151/T22)
TEXA OBDII CABLE
OBD-DEUTSCH 9 PIN FOR eTruck
SINGLE eTruck DONGLE
WORKSHOP WEB PORTAL LICENSE AGREEMENT (UP TO 10 E-TRUCK DEVICES WITH ACTIVE TEXPACK)
1 YEAR CUTTING EDGE PLATINUM LEVEL TECHNICAL SUPPORT
1 YEAR TEXA TRUCK and OFF-Highway SOFTWARE UPDATES
1 YEAR TEX@ INFO TRUCK and OFF-Highway I-SUPPORT SUBSCRIPTION
IP67 RUGGED CASE WITH CUSTOM FOAM INSERT

FEATURES:

LIVE DATA, READ & CLEAR CODES, INJECTOR CODING, RELATIVE COMPRESSION, SPEED LIMITER CHANGES, CYLINDER CUT OFF, DPF/SCR REGENERATION, EMISSION RESETS, WIRING DIAGRAMS, MAINTENANCE RESETS, FAULT CODE ASSISTANCE AND MUCH MORE!
COVERAGE FOR LIGHT, MEDIUM, AND HEAVY-DUTY:
DIESELALLEGRO, BLUE BIRD, CATERPILLAR, CHEVROLET, E-ONE, FREIGHTLINER, INTERNATIONAL, IVECO, KENWORTH, MACK, MCI, PETERBUILT, STERLING, TEMSA, VAN HOOL, VOLVO BUS, VOLVO TRUCKS, WESTERN STAR, MERCEDES BENZ CHEVROLET, DODGE, FORD, GMC, HINO, ISUZU (NORTH AMERICA) MITSUBISHI FUSO, UD TRUCKS (NISSAN DIESEL).TRAILER:THERMO KING, BENDIX, CARRIER TRANSICOLD, HALDEX, MERITOR – WABCO, WABASH.TRANSMISSION: EATON, ALLISON, ZF, VOLVO, FORD, AISIN, MAXITORQUE, AND MORE.

If you REPLY to this e-mail, please BE SURE to include this document link in your reply

DocID:{{8A3A3B1F064671A18525866300836B35}}



Quote

Submit to Snap-on Industrial
 3011 IL RTE 176, Door 1
 Crystal Lake, IL 60014
 877-740-1900

Quote Number IMP-000742797
Quote Date 4/13/2021
Quote Expiration Date 6/12/2021
Contact Name Kevin Koetz
Email kkoetz@ci.grand-rapids.mn.us
Phone Number 2183985201
Customer BP 201078507
Customer Name HIBBING, CITY OF
 PUBLIC WORKS
Customer Reference Kevin Koetz
Sales Rep DAVIS, JEFFREY E
Mobile # 218-850-0083
Email Address Jeff.Davis@snapon.com

Ship Via 1 - UPS GROUND
Payment Terms P30 - NET 30 DAYS
Ship to 201078507
 HIBBING, CITY OF PUBLIC WORKS
 1425 E 23RD ST
 HIBBING MN 55746
Bill to 201078505
 HIBBING, CITY OF
 401 E 21ST ST
 HIBBING MN 55746

Line Number	Part Number	OEM SKU	Description	SIN	Quantity	List Price	Unit Net Price	Line Total
1	EEHD709004		PRO-LINK EDGE MASTER KIT	NON-FSS	1	\$12,500.00	\$9,168.76	\$9,168.76
						Total Weight	18.65 lbs	
						Subtotal	\$9,168.76	
						Shipping	\$0.00	
						Tax total	\$0.00	
						Grand Total	\$9,168.76	

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

*Please provide vendor and pricing information to customer service on this part number.



Quote

Submit to Snap-on Industrial
 3011 IL RTE 176, Door 1
 Crystal Lake, IL 60014
 877-740-1900

Quote Number IMP-000729723
Quote Date 4/13/2021
Quote Expiration Date 6/12/2021
Contact Name Matt Tarnowski
Email mtarnowski@ci.hibbing.mn.us
Phone Number -
Customer BP 201078507
Customer Name HIBBING, CITY OF
 PUBLIC WORKS
Sales Rep DAVIS, JEFFREY E
Mobile # 218-850-0083
Email Address Jeff.Davis@snapon.com

Ship Via 1 - UPS GROUND
Payment Terms P30 - NET 30 DAYS
Ship to 201078507
 HIBBING, CITY OF PUBLIC WORKS
 1425 E 23RD ST
 HIBBING MN 55746
Bill to 201078505
 HIBBING, CITY OF
 401 E 21ST ST
 HIBBING MN 55746

Line Number	Part Number	OEM SKU	Description	SIN	Quantity	List Price	Unit Net Price	Line Total
1	SKRCPGVAO		GOV SHOPKEY PRO REPAIRCONNECT	NON-FSS	1	\$960.00	\$960.00	\$960.00
					Total Weight	0.01 lbs		
					Subtotal	\$960.00		
					Shipping	\$0.00		
					Tax total	\$0.00		
Grand Total						\$960.00		

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

*Please provide vendor and pricing information to customer service on this part number.

Make Checks Payable to MITCHELL 1

From the U.S.: MITCHELL 1 25029 Network Place,
Chicago, IL 60673-1250
Federal ID No.: 33-0734307

From Canada: MITCHELL 1 P.O. Box 15358 Station A
Toronto, ON M5W 1C1 Canada
GST No: 888262094RT0001



Correspondence to: MITCHELL 1 16067 Babcock Street, San Diego, CA 92127-3690 Ph# (888) 724-6742

SHOPKEY ORDER FORM with Order Terms

ORDER # PROFORMA

NEW ACCOUNT? Yes No Has Info Changed?

SHIP TO Rep Customer Other

SHIP TO #:	974858	CRP ID: CITY	ASSOC MEMBER #:	PDG or Lead #:	DATE: Mar 10, 2021
CO NAME:	CITY OF GRAND RAPIDS PW DEPT			TM REP: TONIA HAYNES	T#: 1528
ATTENTION:	CINDY			IND REP: JEFF DAVIS	#:
ST ADDRESS:	500 SE 4TH ST			SK REP:	R#:
CITY, ST, ZIP:	GRAND RAPIDS, MN 55744			DEALER:	D#:
PH#:	218-326-7481	FAX#:	EMAIL: CLYMAN@CI.GRAND-RAPIDS.MN.US		

Bill to address is the same? If not, complete the following section.

BILL TO #:	974859	CO NAME:	CITY OF GRAND RAPIDS	Lease Co?	<input type="checkbox"/> Yes <input type="checkbox"/> No
ATTENTION:					
ST ADDRESS:	420 N POKEGAMA AVE				
CITY, ST, ZIP:	GRAND RAPIDS MN 55744-2662				

PRODUCT	Subscription	Code	Term	Price**
QTY	NEW / REN			
Select Product: ShopKey Truckworks Plus	1	<input type="checkbox"/> NEW <input checked="" type="checkbox"/> REN	GOV	12M \$3,120.00
ShopKey Pro Rep/Est	1	<input type="checkbox"/> NEW <input checked="" type="checkbox"/> REN	GOV ADD ON	12M \$1,620.00
		<input type="checkbox"/> NEW <input type="checkbox"/> REN		
		<input type="checkbox"/> NEW <input type="checkbox"/> REN		
Type Other		<input type="checkbox"/> NEW <input type="checkbox"/> REN		

PAYMENT OPTIONS: Terms & Conditions (see End User License Agreement):
Customer is responsible for all applicable state or local taxes.

DIRECT DEBIT I authorize Mitchell 1 to enroll me in the Direct Debit or credit card payment plan to enable the automatic payment of my Mitchell 1 monthly bill OR I agree to change my existing monthly automatic payment by the amount of this order. I authorize the financial institution name below to charge my account for payment of my Mitchell 1 bill.

Check one of the payment methods below:

Direct Debit (attach voided check) Credit Card Card # _____ Exp: _____

Name on Card: _____

Signature: _____ Date: _____

Subtotal	
+ TAX* if applicable	
TOTAL	

*If tax exempt, you must attach exempt certificate.
**Pricing good for 30 days excluding promotional pricing which expires at the end of the stated promotional period.
Promotional pricing returns to list pricing in renewal term.

Remit Payment to Mitchell 1.

FIRST MONTH OR FULL PAYMENT	<input type="checkbox"/> Check (Ck # _____) Amt _____) <input checked="" type="checkbox"/> P.O. # _____
	<input type="checkbox"/> Credit Card Card # _____ Name on Card: _____ Exp: _____

SPECIAL INSTRUCTIONS:

THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND HAVE RECEIVED AND ACCEPTED THE SNAP-ON ORDER TERMS AND CONDITIONS. IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE RESPECTIVE DATE INDICATED ABOVE. CUSTOMER AGREES TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1. IF CUSTOMER WOULD PREFER NOT TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1, PLEASE VISIT OUR WEBSITE www.sktraining.net/unsubscribe TO UNSUBSCRIBE.

End User/Owner Signature	Print Name	Title
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This agreement may be cancelled within 30 days without penalty by calling 888-724-6742.

Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1845	Version:	1	Name:	
Type:	Agenda Item	Status:		Consent Agenda	
File created:	5/4/2021	In control:		City Council	
On agenda:	5/10/2021	Final action:			
Title:	Consider authorizing a grant application to the Blandin Foundation/IRRR Arrowhead Intelligent Region program				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Smart Rural Seminar Outline Summary SmartRuralSeminars Broadband Application - AIR Blandin Foundation				

Date	Ver.	Action By	Action	Result
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Consider authorizing a grant application to the Blandin Foundation/IRRR Arrowhead Intelligent Region program

Background Information:

The Blandin Foundation and the Minnesota Department of Iron Range Resources and Rehabilitation IRRR have pooled funds to create the Arrowhead Intelligent Region (AIR) initiative to fund projects that will: improve broadband infrastructure, build a knowledge workforce, induce innovation, ensure digital equity, enable community engagement and ensure environmental and social sustainability.

A planned element of the connected and automated vehicle (CAV) shuttle pilot project is series of five two-day seminars (Smart Rural Mobility Seminars) to be held during the second half of the project. The seminar series will provide an opportunity to share experiences with the technology with other regional, state and national rural community leaders.

The grant application to the Blandin Foundation/IRRR AIR initiative seeks \$50,000 to partially fund the Smart Rural seminars, with the remaining cash and in-kind contributions coming from a combination of the Plum Catalyst, the City, MNDOT, Mobility Mania, Visit Grand Rapids and May Mobility.

Requested City Council Action

Pass a motion authorizing a grant application to the Blandin Foundation/IRRR Arrowhead Intelligent Region program

SMART RURAL Mobility Seminars



THE
PLUM
CATALYST



Building *Smarter RURAL* communities where transportation is safe, seamless, and equitable

FIVE (5) - two (2) day information sharing seminars to be held during the second half of the AV shuttle pilot project.

At least ONE (1) of the seminars will be targeted specifically toward technology company attendees and growing the Arrowhead region's *Innovation Ecosystem*

TIMELINE

24 months (9/1/2021-8/31/2023)

Planning, outreach, research and content creation starting Sept 2021

Seminars to take place January-August 2023

SUMMARY

The SMART RURAL Mobility Outreach Seminars will showcase what the Grand Rapids community is doing to help move the community toward a safer, seamless, and equitable mobility system for all of the residents. The SMART RURAL seminars will build a forum to help empower community members to share their stories and experience the technology, and it will empower other regional, state and national rural community leaders and government agencies by allowing them to experience, and learn the example stories to bring back to their own rural communities.

At least one of the five planned seminars will be specifically targeted toward growing the technology partnerships and innovation ecosystem for the region through outreach and specific content targeted toward mobility technology partners; allowing the future mobility technology ecosystem to experience the exciting mobility pilot, meet and hear from the community members first hand, and truly experience the mobility living lab setting in the vibrant rural community.

DESCRIPTION

As the first rural on-demand autonomous shuttle pilot in the country, The Grand Iron Range CAV Initiative includes one of the most diverse public/private partnership teams in the industry. It's a collaborative of public stakeholders, private sector partners and community members, all targeted at a deep community engagement initiative: intending to truly understand and measure the impacts that a new technology introduction can make in empowering and transforming people's lives in a rural community.

Through previous research in the Grand Rapids community (see TPEC briefs 2017 and 2018), it was discovered that transportation and basic mobility is a critical gap in improving the day to day lives, especially for those community members who thus far haven't felt they've had a voice around their mobility needs. The autonomous shuttle technology introduced in the pilot is all about improving mobility for all of the residents and meeting a real transportation need in the community; targeting overall community accessibility and equity. As a part of the project, and one of the first winter rural pilots in the country, it is important to understand and share best practices of community engagement with the rest of the region,

country and industry in order to help empower other community leaders to understand how to improve lives in their own rural communities. It's also important for the technology companies to understand the diverse sets of community members who can benefit (or suffer) from new technology introductions. The Smart Rural Mobility Outreach seminars will be about 1. Lifting up the voices of community members by enabling them to tell their own stories about how the shuttle technology has impacted their own daily lives - making sure to recruit and document the diverse set of story-tellers using an equity lense with specific targets around those members in underserved and underrepresented populations and 2. Sharing these real impacts through their own stories, and using powerful storytelling methods to help empower the community leaders and technology companies to bring back these learnings to their own rural community. The additional benefit will include empowering and lifing up those community members who otherwise haven't felt heard to be able to share their stories locally, regionally and even nationally to the seminar attendees and through possible future publications and videos.

The project's public, private, and research partners will have the ability to showcase the technology while sharing best practices from the perspective of the community members to whom it serves. The exciting SMART Rural Mobility Outreach Seminars will provide a forum for empowering multiple groups: first the community members where the project will including helping them tell their stories, second empowering the rural community leaders who will be able to experience the innovative technology and hear first hand how it has impacted daily lives, and finally, empowering the technology companies to able to hear from and understand the impacts their technology has has on real people.

Allowing for the information exchange between community leaders, community members and technology companies will empower all parties to better understand how to improve the lives for all.

GOALS

1. Personal story sharing and community engagement centered around options for new mobility technology recruiting community member by using an equity lens including: older adults, people with sensory and/or cognitive disabilities, single-parent households, tribal communities, differently abled, and others as identified through the project team
2. Outreach, best practice, and lesson learned sharing with community leaders, nonprofits and advocacy groups - building the Smart Rural Mobility Coalition
3. Begin to build an Iron Range and Arrowhead regional technology innovation ecosystem focused around improving rural mobility through the use of technology
4. Promote Grand Rapids and the Arrowhead Region for tourism and team building opportunities for the up in coming industry members and regional leaders
5. Make everything transparent, fun and engaging

TARGET INVITEES/ATTENDEES

Outreach will be to organizations focused on helping community leaders, nonprofits and advocacy groups. The project team will be especially targeting organizations with vested interest in understanding how to build and sustain a smart rural community and those with interests related to equitable rural transportation in the future:

- Example agency groups for outreach include: MAASTO (Mid-America Association of State Transportation Officials), AASHTO, Minnesota I-CAV (Interagency CAV), League of Cities, Coalition of Greater Minnesota Cities
- Example advocacy groups for outreach include: ITN America/ITN Country, 100 Rural Women, 4H
- Example technology companies for outreach: TBD (Discuss with May)

OUTREACH AND STORY SHARING EFFORTS

Outreach and sharing of the community members stories will include fun and interactive approaches for drawing in the diverse sets of voices to include at the table. The more we can draw in specialty groups to speak out, like our disabled vets, differently abled youth of all modalities and the elderly who want to increase the quality of life after retirement and beyond, the larger (and better) the message will become.

Methods of outreach will include:

- The use of local Public Television, ICTV, and Two Rivers Video
- Social campaigns to recruit and share the community members stories through podcasts, images and videos, etc
- Presentations and active recruiting with the invitee and attendee groups as outlined above

CONTENT AND AGENDA

Possible content for the seminar includes:

- Story sharing around needs from local community stakeholder groups (example community groups will include: Elder Circle, Mobility Mania, Arts & Cultures Commission, Local schools/students, and many others: see Task 2.1)
- Technology overviews of the shuttle project including live demonstrations
- Technology overviews and demonstrations of other related technologies on the road interacting with the shuttle (micromobility, smart street lighting, etc)
- Local and Federal rural policy considerations including funding model options
- Shuttle project research overviews and status updates
- Preparing local rural talent for the new future overviews (IASC, ICC, Iron Range Engineering)
- Fun *Visit Grand Rapids* excursion option add-ons (for teambuilding, etc)

DATES - TBD (target 5 seminars - 2 days max per seminar + optional excursion/teambuilding)

DETAILED PROJECT WORK PLAN

Task 1	Formalize and manage the SMART Rural Mobility Seminar planning (target dates, content outline, pipeline of speakers, venue(s), sponsorship options, invitee/outreach planning, excursions, advertising, team set-up)
	1.1 PLUM Catalyst Planning & Program Management Labor
	1.2 City Labor
	1.3 Mobility Mania Labor
	1.4 MnDOT Labor
	1.5 VisitGrandRapid Labor

	1.7 May Mobility Labor
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Task 2	Story building, story sharing and community engagement through an equity lense
	2.1 Define and recruit diverse set of community members for story building specifically incorporating inclusive and culturally sensitive practices and goals: underserved populations including differently abled/accessibility focused, veterans, older adults, people with sensory and/or cognitive disabilities, single parent households and tribal communities
	2.2 Work with community members to write and practice the method for communicating their stories
	2.3 Document community stories before, during and after shuttle project

Task 3	Outreach and advertising of seminars - create advertising and outreach materials/content/website, build list of invitees and outreach plan, execute communications/advertising/email lists
	3.1 Create Website and Advertising Strategy
	3.2 Domain/Hosting and website building
	3.3 Build/Record Content for advertising including capturing the stories of some of the community members
	3.4 Outreach to invitees (emails, panel advertising, social campaigns, local tv, podcasts)

Task 4	Venue / Events - venue for seminars, food, logistics
	4.1 Venue location fee (5 - 2 day seminars)
	4.2 Food costs
	4.3 Other materials and logistics (hotel transfers, etc)

Task 5	Execute minimum of 5 total - mix of technology and rural community leader seminars/content
	5.1 PLUM Catalyst time (2 days of seminar time + 1 day set-up/take down per seminar)
	5.2 May Mobility time
	5.3 MnDOT time
	5.4 City time

PROJECT TEAM

- The PLUM Catalyst (Project Manager, Tammy Meehan Russell)
- City of Grand Rapids (Director of Community Development, Rob Mattei and City Administrator/Project Champion, Tom Pagel)
- Mobility Mania (Co-founders, Myrna Peterson and Lisa Arnold)
- May Mobility (Field Autonomy Engineer, Tanim Islam)
- MnDOT (Executive Director, MnDOT CAV-X, Kristin White)
- University of Minnesota, Humphrey School of Policy (Frank Douma, Researcher)
- Visit Grand Rapids (Megan Christianson)
- The team is currently seeking additional representation from veterans, local tribal communities, and other under-represented community members such as single parent households, people with sensory and/or cognitive disabilities, other differently abled community members (see Advancing Equity Research document)

PROPOSED PROJECT BUDGET

\$213,185 total cost, including \$50,000 AIR grant funding request

Cash/in kind from various project partners:

- MnDOT \$94,000 cash and in-kind labor pending contracting
- PLUM Catalyst \$17,000 cash and in-kind labor committed
- City of Grand Rapids \$28,300 in-kind venue and labor committed
- May Mobility \$17,500 labor committed
- Others (Mobility Mania, Visit Grand Rapids) \$6385 in-kind labor committed

Review/Submit

Smart Rural Mobility Seminars

Project Proposal

project name	Smart Rural Mobility Seminars
Project Start Date	9/1/2021
Project End Date	8/31/2023
Is your organization an IRS 501(c)(3) not-for-profit?	No
Is your organization a public agency/unit of government?	Yes
Geographic	Grand Rapids/Itasca Area
Please provide a 1-2 paragraph description of your project	<p>As the first rural on-demand autonomous shuttle pilot in the country, The Grand Iron Range CAV Initiative includes one of the most diverse public/private partnership teams in the industry. A collaborative of public stakeholders, private sector partners and community members, all targeted at a deep community engagement initiative: intending to truly understand and measure the impacts that the new mobility technology (AV shuttles) can make in empowering and transforming people's lives in a rural community. Through previous research in the Grand Rapids community, it was discovered that transportation and basic mobility is a critical gap in improving the day to day lives, especially for those community members who thus far haven't felt they've had a voice around expressing their mobility needs. The autonomous shuttle technology introduced in the AV pilot is all about improving mobility for all of the residents and meeting a real transportation need in the community; targeting overall community accessibility and equity. As a part of the project, and one of the first winter rural pilots in the country, it will be important to understand and share best practices of community engagement with the rest of the region, country and industry in order to help empower other community leaders to understand how to improve lives in their own rural communities. It's also important for the technology companies to understand the diverse sets of community members who can benefit from new technology introductions. The Smart Rural Mobility Outreach seminars will be about 1. Lifting up the voices of community members by enabling them to tell their own stories about how the shuttle technology has impacted their own daily lives - making sure to recruit and document the diverse set of story-tellers using an equity lens with specific targets around those members in underserved and underrepresented populations and 2. Sharing these real impacts through their own stories, and using powerful storytelling methods to help empower the community leaders and technology companies to bring back these learnings to their organizations. The additional benefit will include empowering and lifting up those community members who otherwise haven't felt heard to be able to share their stories locally, regionally and even nationally to the seminar attendees and through possible future publications and videos; all the while making it fun for the community members to be able to experience and talk about the new technology in their hometown.</p> <p>The project's public, private, and research partners will have the ability to showcase the technology while sharing best practices from the perspective of the community members to whom it serves. The exciting SMART RURAL Mobility Outreach Seminars will provide a forum for empowering multiple groups: first the community members where the project will help them tell their stories, second the rural community leaders who will be able to experience the innovative technology and hear first hand how it has impacted daily lives, and finally, empowering the technology companies to able to hear from and understand the impacts their technology has has on real people. Allowing for the information exchange between community leaders, community</p>

members and technology companies will empower all parties to better understand how to improve the lives for all.

The Village of Grand Rapids was incorporated on June 11, 1891, and became a statutory City on January 9, 1974.

The City operates under a Council-Administrator form of government. Policy-making and legislative authority are vested in a governing Council consisting of the mayor and four other members. The governing Council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and approving the hiring of City employees. The City Administrator is responsible for carrying out the policies and ordinances of the City Council and overseeing the day-to-day operations of the City. Council members serve four-year staggered terms, with two Council members elected every two years. The mayor is elected to serve a two-year term. The City of Grand Rapids provides a full range of services, including police and fire protection, the construction and maintenance of highway, streets, and other infrastructure, recreational and cultural facilities, and general administrative services. In addition, the City also provides enterprise activities such as a golf course and storm water utility.

The City has two component units, the Grand Rapids Economic Development Authority (GREDA) and the Grand Rapids Public Utilities Commission (GRPUC). Both governing boards are appointed by the City Council. The Council has the ability to approve or modify the GREDA's budget. The GRPUC provides electric power distribution system, water production treatment and distribution systems, and wastewater collection and treatment systems.

Provide a brief summary of organization history, current mission, activities, and accomplishments.

Why is your organization best positioned to do this work?

The Smart Rural Mobility Seminars are part of the larger Grand Iron Range CAV Initiative which includes a diverse set of public and private stakeholders, all with the expertise to be able to provide an excellent program. The City of Grand Rapids is best positioned to do the work because they have already formed and helped lead the partnerships through the larger initiative.

What steps does your organization take to include a broad range of perspectives?

By design, the City of Grand Rapids as a local government incorporates a large range of perspectives. Examples of how the perspectives are included are: holding public workshops, having public comment periods during public hearings, having a diverse range of citizens appointed to boards and commissions that support the City Council.

Identify specific steps your organization takes to improve organizational effectiveness.

Steps to improve organizational effectiveness include: Staff performance evaluations, Oversight and approval of a budget by City Council, Encouraging continuing education, and Staff annual goal setting.

What organizations and individuals are involved in planning and implementing the project? Would this project benefit from any new/diverse perspectives?

Having the set of diverse partners and voices will be critical in showcasing the community stories, lifting up their voices and showcasing the true benefits of an AV shuttle pilot. Local, regional and even national organizations and individuals will be included in the both the planning and implementation of the seminars. The team already includes: The PLUM Catalyst, City of Grand Rapids, MnDOT, IRRR, Visit Grand Rapids, May Mobility, Mobility Mania, University of Minnesota, Elder Circle, IASC Next, Smart North, IEDC and others. The project team has worked hard to represent diverse perspectives however it could benefit the team to have additional representation from veterans, local tribal communities, and other under-represented members such as single parent households, people with sensory and/or cognitive disabilities, other differently abled community members (see Advancing Equity Research attachment). The project could also partner with other local community leaders (Duluth, Hibbing, etc) in growing the reach of the seminars.

Describe how your proposal supports the goal of the Arrowhead Intelligent Region initiative to address broadband infrastructure and technology-driven economic competitiveness using the Intelligent Community framework on a regional scale. Include which Intelligent Community element(s) the project addresses (Broadband, Knowledge Workforce, Innovation, Digital Inclusion, Sustainability, Engagement)

The Smart Rural Mobility Seminars fits in multiple goals from the Arrowhead Intelligent Region Initiative as outlined below:

Identified regional need: In 2017, the University of Minnesota's State and Local Policy group (previously TPEC) created a task force to examine the important issue of equity in the development and implementation of transportation technologies, most notably the technologies around Connected and Automated Vehicles (CAV's) and transportation equity. The local Grand Rapids round-table discussions were hosted by Blandin and included multiple local stakeholders including Itasca County Sheriff Vic Williams and Co-founder of Mobility Mania, Myrna Peterson. The researchers held a number of these public engagement sessions, including two sessions with representatives from foundations and public agencies, people with disabilities and many others (see TPEC_SDV-TF_onepager). In 2018, the community engagement and research continued and the key stakeholders identified the Connected and Automated Vehicle (CAV) technology as a way to enable aging in place and improve mobility for

individuals who depend on transit (see TPEC_CAV_brief.pdf). In 2020, the private sector technology companies, May Mobility and Via, reached out to the Iron Range Resources & Rehabilitation and the City of Grand Rapids regarding interest in a possible Greater Minnesota AV pilot deployment, including one of the first rural on-demand shuttle deployments in the country. The community of Grand Rapids demonstrates exceptional support of the technology deployment in their community through over 30 letters of support.

The regional need and impacts to intelligent community elements: The 2021 ICF Arrowhead Region Analytics Forms also shows significant regional need in the area of Innovation. The Innovation Triangle helps keep the economic benefits of innovation local, and creates a culture that engages the entire community in positive change. The ICF Arrowhead Region Analytics Form (April 2021) shows an opportunity to improve in this area of the innovation, especially through the AV shuttle project and the Smart Rural Seminars. The Arrowhead region currently falls far behind the international average in the area of Innovation (scoring 45 v. 75). The shuttle pilot project and the associated Smart Rural Mobility Seminars will create a technology district and technology pilot program (i.e. autonomous vehicles). It will also allow for online services to be offered by the local government to help improve the quality of life for the community members. The Via app for the autonomous shuttle pilot will allow for open data sets, web portals, and a mobile app providing the citizens with interactive services and transactions online services specifically supporting sectors of the business community such as the routing of the shuttle. All of these gaps around the innovation triangle are outlined by ICF, and will be met through the launch of the AV shuttle pilot program.

Finally, the ICF Analytics Reports (Feb and Apr 2021) also shows an opportunity to improve the community engagement through the AV shuttle project and the Smart Rural Seminars. The Grand Iron Range CAV project, and specifically the Smart Rural Mobility seminars will allow for the community to communicate their economic and community development story to the outside world. People understand and learn through stories. Stories can be an impactful tool to help engage both the community and the audience the community would like to reach. Targeted storytelling/story capturing, online marketing through social media, onboard marketing through the shuttles, participation in state, local and national development project discussions together will allow for the community citizens to be power advocates for a better future in rural communities. The Smart Rural Mobility Seminars will become a forum for all to hear the stories and experience the technology first hand.

Enhanced technology adoption: Technology adoption happens through technology improvements and building the public's perception and trust in the technology. The forums will help facilitate both of these.

Mobilized regional participation: The purpose of the Smart Rural Mobility Outreach Seminars is to mobilize and create a forum for information sharing around the need. It will become a tool for showcasing the how and the why it's so important to create a smarter mobility systems for rural communities. Regional advertising and providing a forum will help mobilize regional participation and build the CAV Coalition for Rural Communities.

Demonstrated cross-sector collaboration: The AV project team is one of the most diverse cross-sector collaborative teams ever seen in the state or industry (See the mini-white paper).

Charitable in nature: Ensuring that all residents have access to an equitable transportation system is a basic principle of ensuring quality of life for all residents.

Most of the key relationships are already in place with the funding and project team meeting already for planning the shuttle operations and service for over 6 months. Relationships with Veterans, Smart North and IEDC are underdevelopment. Letters of support for the shuttle project were also provided from over 30 local stakeholders, including some of the additional perspective Smart Rural partners highlighted above (MDI, Reif Center, Elder Circle, YMCA, etc).

List key relationships in place/under development that are critical to success.

What are the goals of your project?

The Smart Rural Mobility Seminar includes five primary goals:
1. Personal story sharing and community engagement centered around options for new mobility technology recruiting community member by using an equity lens including: older adults, people with sensory and/or cognitive disabilities, single-parent households, tribal communities, differently abled, and others as

identified through the project team

2. Outreach, best practice, and lesson learned sharing with community leaders, nonprofits and advocacy groups - building the Smart Rural Mobility Coalition
3. Begin to build an Iron Range and Arrowhead regional technology innovation ecosystem focused around improving rural mobility through the use of technology
4. Promote Grand Rapids and the Arrowhead Region for tourism and team building opportunities for the up in coming industry members and regional leaders
5. Make everything transparent, fun, and engaging

The strategies to achieve these goals include: excellent planning, deep collaboration, and thorough program execution. Some examples of possible activities and content for the seminars include:

1. Story sharing around needs from local community stakeholder groups (example community groups will include: Elder Circle, Mobility Mania, Arts & Cultures Commission, Local schools/students, and many others: see Task 2.1 in the activity list below)
2. Technology overviews of the shuttle project including live demonstrations
3. Technology overviews and demonstrations of other related technologies on the road interacting with the shuttle (micromobility, smart street lighting demonstrations, etc)
4. Local and Federal rural policy considerations including funding model options
5. Shuttle project research overviews and status updates
6. Preparing local rural talent for the new future overviews (IASC, ICC, Iron Range Engineering)
7. Fun Visit Grand Rapids excursion option add-ons (for teambuilding, etc)

What strategies and activities will be employed to achieve these goals?

The specific activity (Task) list is outlined below:

Activities and task list employed to achieving the three goals include:

Task 1: Formalize and manage the SMART Rural Mobility Seminar planning including defining target dates, content outline, pipeline of speakers, venue(s), sponsorship options, invitee/outreach planning, excursions, advertising, team set-up

Task 2: Story building, story telling from the community engagement perspective

Task 3: Outreach and advertising of seminars – creating the advertising and outreach materials/content/website, building the list of invitees and outreach plan, execute communications/advertising/email lists

Task 4: Venue / Events – define and set-up the venue for seminars, food, logistics needs

Task 5: Execute minimum of 5 total - mix of technology and rural community leader seminars/content

Who will carry out these activities? Do they have the requisite skills and experience?

The planning and execution team will include all of the team members identified in the above project team (The PLUM Catalyst, City of Grand Rapids, MnDOT, IRRR, Visit Grand Rapids, May Mobility, Mobility Mania, University of Minnesota, Elder Circle, IASC Next, Smart North, IEDC and others as outlined) This diverse team has the skills and experience to execute on the key strategies and the goals as defined (excellent planning, deep collaboration and thorough execution) of the tasks as outlined above.

What are long-term strategies (if applicable) for sustaining this effort?

The Smart Rural Mobility Outreach Seminars are defined as a short-term project, however, if the need continues to share the content or make an annual seminar, many of the project partners could have an interest in making a business model to continue it forward (through seminar sponsorships, industry and advocacy group consortia collaborations, etc).

Describe what success looks like and how you will measure success.

Success of the project will be closely tied to the goals of the project including:

- 1) Successful personal story sharing and community engagement equals a diverse set of community stories and speakers for the seminar, documented in written format and a final deliverable - lifting up the voices of multiple under-represented community members and empowering them to share their story will be a huge success metric.
- 2) Successful outreach, best practice, and lesson learned sharing with community leaders, nonprofits and advocacy groups - building the Smart Rural Mobility Coalition: equals a minimum of 20 attendees per seminar with members of each of the segments as identified
- 3) Initial building of the Iron Range and Arrowhead regional technology innovation ecosystem focused around improving rural mobility through the use of technology: equals at least one Smart Rural Mobility Seminar targeted at the technology sector and entrepreneurship (done in partnership with IEDC, Innovate218/Launch MN).
- 4) Successful promotion of Grand Rapids and the Arrowhead Region for tourism

and team building opportunities: equals increased visitors and hotel reservations tied to the seminars (done in partnership with Visit Grand Rapids)

The project will produce multiple deliverables which will demonstrate when the project has reached the goals. Deliverables will include:
Task 1: Seminar outline including content and speakers
Task 2: Story interview summaries, documentation and productions
Task 3: Completed Smart Rural website, new content (pictures, videos), invitee lists, social plans and posts
Task 4: Venue selections and reservations
Task 5: Attendee lists with contact information, tracked by attendee numbers per region, document the ecosystem segment(s) they represent

How will you know you've met your goals?

Give specific examples of how your project/program contributes to a healthy rural community.

Transportation and mobility is critical to a healthy community. It becomes even more critical in a rural community where points of interest are spread out, transportation options are more limited and accessibility is exacerbated, polarizing the haves and the have nots. A healthy community must include all voices and therefore mobility for all members, especially for those who are differently abled and unable to provide for their own transportation. The shuttle project is all about introducing a technology to help fill a true community transportation need. The Smart Rural Mobility Seminars are all about empowering community members who otherwise haven't felt heard, to be able to share their stories, experience the technology, and share how they believe the technology can change their life. The Smart Rural Mobility Seminars will also be about sharing these stories and the technology with other local, regional and national leaders so they can then go back and be empowered to make similar changes. Understanding the mobility impacts in people's lives all starts with hearing from those who need it most. Sharing those stories with the other community leaders who can do something about it will contribute to healthy rural communities overall.

Explain the process to measure and document progress

Traditional project management tools will be used to measure and document progress on the planning and execution of the Smart Rural Mobility Seminar project. Agile methodology including creating shared team task lists, tasks in progress, tasks completed, and tasks needing attention will be shared amongst the planning and execution team in regular project management meetings. Clear ownership of each task will be defined allowing for faster and more efficient sprints toward achieving the overall success of the Smart Rural Mobility Seminar project. Community engagement awareness, interest and progress will be tracked through regular surveys throughout the shuttle pilot using the IAP2 method (<https://sustainingcommunity.wordpress.com/2017/02/14/spectrum-of-public-participation/>) moving the local community from Inform to Empowerment regarding the new technology adoption in their lives.

Fiscal Sponsor Information

Will you be using a separate 501c3 Fiscal Agent (sponsor) as a payee for these grant funds?

Fiscal Sponsor legal name

Fiscal Sponsor EIN

Who is the contact for your Fiscal Sponsor?

Please provide the contact's email.

Fiscal Sponsor Address

Budget Summary

Fiscal Year Start	January
Fiscal Year End	December
Organization Budget	\$19,800,000.00
Total Project Budget	\$213,185.00
Amount requested from Blandin Foundation	\$50,000.00

Provide a statement of the amount and type of funding needed to see the project through.

Total project budget including cash and in-kind time is equal to approximately \$213,000, of which the proposal is requesting grant funding of \$50,000 covering specific tasks as outlined in the detailed project budget (PLUM Catalyst planning and project management labor, seminar website and outreach strategy, partial funding of Smart Rural website building, social media/outreach campaigns and partial funding of PLUM Catalyst time for Seminar hosting and coordination). All partner contributions are committed with the exception of MnDOT funding which is approved and contracting is in process.

Attach the Project Budget

-	File Name	Attachment Description (Optional)	Created Date
1	Smart Rural Seminar Outline Summary.pdf		05/03/21
2	Tom Pagel Resume.pdf		05/03/21
3	AIR - Smart Rural Seminar Budget and Project Plan.xlsx		05/03/21
4	TPEC_SDV-TF_onepager.pdf		05/03/21
5	TPEC_CAV_brief.pdf		05/03/21
6	TPC_GrandIronRangeCAVProject-miniwhitepaper-highlightSmartRuralSeminars.pdf		05/03/21
7	MyrnaPetersonResume.pdf		05/03/21
8	MeganChristianson Resume.pdf		05/03/21
9	May-Tanim Resume.pdf		05/03/21
10	Lisa Resume.pdf		05/03/21
11	Frank Douma resume.pdf		05/03/21
12	Advancing_Equity_ResearchBrief_Final.pdf		05/03/21
13	Tammy Meehan Russell_Resume.pdf		05/03/21

I plan to mail or email additional information to support my grant request



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1850 **Version:** 1 **Name:** PW Part-Time Eligibility List Additions
Type: Agenda Item **Status:** Consent Agenda
File created: 5/4/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider approving additions to the Public Works Part-Time Eligibility List for the 2021 Spring/Summer Maintenance Season.

Sponsors:

Indexes:

Code sections:

Attachments: [2021 5-10 PW Spring-Summer PT Eligibility List](#)

Date	Ver.	Action By	Action	Result
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Consider approving additions to the Public Works Part-Time Eligibility List for the 2021 Spring/Summer Maintenance Season.

Background Information:

The Public Works Department hires part-time workers for the Spring/Summer Maintenance Season to work on all city owned property such as parks, athletic fields, right-of-ways, Itasca Calvary Cemetery and the Itasca County Airport. Ratification for the start of employment for these additions to the Eligibility List will be May 11th, 2021 and continue until October 30th, 2021.

There are four new hires on this Eligibility List that will receive a wage rate of \$12.00 per hour. Three returning hires will have a wage rates as follows; one 2nd year hire will receive a wage rate of \$12.25 per hour and the two 4th year hires will receive a wage rate of \$12.75 per hour. The cost of these part-time employees is included in the 2021 Budget.

Staff Recommendation:

Matt Wegwerth, Public Works Director/City Engineer, approves the additions to the Public Works Part-Time Eligibility List for the 2021 Spring/Summer Maintenance Season.

Requested City Council Action

Make a motion to approve additions to and authorize hiring workers from the Public Works Department's Part-Time Eligibility List for the 2021 Spring/Summer Maintenance Season.

PW 5-10-21 Additions to the Spring/Summer PT Eligibility List:

New Hires: \$12.00	2nd Year Hires: \$12.25	3rd Year Hires: \$12.50	4th Year Hires: \$12.75	4th Year +: \$13.00
Wade Brouse Benjamin Carpenter Nicholas Dunnell Wyatt Simonson	Ryan Barrett		Nathaniel DeGuiseppi Alex Mostad	



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1853 **Version:** 1 **Name:** CP 2021-2 Amend Resolution 21-07
Type: Agenda Item **Status:** Consent Agenda
File created: 5/4/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider adopting a resolution amending resolution 21-07 Ordering Improvement of and Plans and Specifications for the 5th Street SW Reconstruction Project, CP 2021-2.

Sponsors:

Indexes:

Code sections:

Attachments: [5-10-21 Amending Resolution CP 2021-2 Order Improvement and Plans and Specs 21-07 5th Street SW Reconstruction Project](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution amending resolution 21-07 Ordering Improvement of and Plans and Specifications for the 5th Street SW Reconstruction Project, CP 2021-2.

Background Information:

The original project cost was budgeted at \$174,273, but due to increased construction costs and a change in the scope of work, the project cost increased to \$386,975. In order to reimburse itself for those additional expenditures the city needs to amend the maximum principal amount from \$174,273 to \$386,975.

Staff Recommendation:

Matt Wegwerth, Public Works Director / City Engineer, recommends adopting a resolution amending resolution 21-07 Ordering Improvement of and Plans and Specifications for the 5th Street SW Reconstruction Project, CP 2021-2.

Requested City Council Action

Make a motion adopting a resolution amending resolution 21-07 Ordering Improvement of and Plans and Specifications for the 5th Street SW Reconstruction Project, CP 2021-2.

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

RESOLUTION NO.21-__

**A RESOLUTION AMENDING RESOLUTION 21-07 ORDERING IMPROVEMENT OF
AND PLANS AND SPECIFICATIONS FOR THE
5th Street SW Reconstruction Project
City Project 2021-2**

WHEREAS, Resolution 21-07 of the City Council dated the 25th day of January, 2021, ordered the improvement and plans and specification for the 5th Street SW Reconstruction Project; and

WHEREAS, the City intended to make expenditures for the 5th Street SW Reconstruction Project, City Project 2021-2, and reasonably reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$174,273; and

WHEREAS, due to a change in the scope of work the project cost increased to \$386,975 and in order to reimburse itself for the additional expenditures the City needs to amend the maximum principal amount from \$174,273 to \$386,975; and

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby amends Resolution 21-07 Ordering Improvement of and Plans and Specifications for the 5th Street SW Reconstruction Project, City Project 2021-2, and intends to make expenditures and reasonably reimburse itself for such expenditures from the proceeds of debt to be issued by the city in maximum principal amount of \$386,975.

Adopted by the Council this 10th day of May, 2021.

Dale Adams, Mayor

ATTEST:

Kim Johnson-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.

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

RESOLUTION NO. 21-07

**A RESOLUTION ORDERING IMPROVEMENT OF
AND PLANS AND SPECIFICATIONS FOR THE
5th Street SW Reconstruction Project
City Project 2021-2**

WHEREAS, Resolution 20-103 of the City Council dated the 7th day of December, 2020, accepted the Feasibility Report for the 5th Street SW Reconstruction Project; and

WHEREAS, the reconstruction of existing public infrastructure within the right of way and utility or alley easements 5th Street SW from 10th Avenue SW to 11th Avenue SW, by reconstructing streets, storm sewer, and associated appurtenances; and

WHEREAS, the construction described in the Feasibility Report for the 5th Street SW Reconstruction Project is the most cost effective solution; and

WHEREAS, a resolution of the City Council adopted the 7th day of December, 2020, fixed a date of January 25th, 2021, for a Council Hearing on the proposed improvement; and

WHEREAS, ten days' mailed notice and two weeks' published notice of hearing was given and hearing was held thereon on the 25th day of January, 2021, at which all persons desiring to be heard were given an opportunity to be heard.

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

1. Such improvement is hereby ordered as proposed in accordance with the Feasibility Report and referred to therein.
2. The City Engineer is hereby designated as the City's representative for this improvement and he or his designee shall prepare plans and specifications for the making of such improvement.
3. The City reasonably intends to make expenditures for the 5th Street SW Reconstruction Project, City Project 2021-2, and reasonably intends to reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$174,273.
4. The Council shall let the contract for all or part of such improvement, or otherwise as authorized by Minn. Stat. 429.041, subd. 2, no later than January 25th, 2022.

Adopted by the Council this 25th day of January, 2021.

Dale Christy

Dale Christy (Feb 3, 2021 11:04 CST)

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau

Kimberly Gibeau, City Clerk

Councilor Adams seconded the foregoing resolution and the following voted in favor thereof: Connelly, Toven, Adams, Blake, Christy; and the following voted against same: ; whereby the resolution was declared duly passed and adopted.





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1857 **Version:** 2 **Name:** Approve Seasonal Golf Course Employees
Type: Agenda Item **Status:** Consent Agenda
File created: 5/5/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider approving Seasonal Golf Course Employees
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving Seasonal Golf Course Employees

Background Information:

Additional employees are needed to fill out the seasonal maintenance crew.

Staff Recommendation:

The golf staff recommends approving Myles Gunderson, Zach Lagergren, Brent Wheeler, Andrew Buell, Jack Peart, and Marlo Hansen for seasonal work to begin no sooner than May 11, 2021 and end no later than November 14, 2021.

Requested City Council Action

Make a motion approving the hire of Myles Gunderson, Zach Lagergren, Jack Peart, and Brent Wheeler at the hourly wage of \$10.25, Marlo Hansen at \$12.00, and Andrew Buell at \$11.00.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1858 **Version:** 1 **Name:** Hire PT Employees
Type: Agenda Item **Status:** Consent Agenda
File created: 5/5/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider hiring regular part-time Maintenance employees at the IRA Civic Center.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider hiring regular part-time Maintenance employees at the IRA Civic Center.

Background Information:

The following Maintenance employees at the IRA Civic Center are proposed for employment as identified below:

Jason Garner	\$15.00/hour	As seasonal from October 1, 2021 through March 30, 2022
Zachary Ambuel	\$15.00/hour	As seasonal from October 1, 2021 through March 30, 2022
James Carlson	\$16.00/hour	As seasonal part-time year around
Bryan Lundquist	\$16.00/hour	As seasonal part-time year around
Skyler Bischoff	\$15.00/hour	As seasonal from July 12, 2021 through January 12, 2022

Requested City Council Action

Make a motion to hire part-time Maintenance employees at the IRA Civic Center as identified above.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1861	Version:	1	Name:	PW Agreement with ODC for Spring/Summer Maintenance
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	5/5/2021	In control:		In control:	City Council
On agenda:	5/10/2021	Final action:		Final action:	
Title:	Consider entering into a contract agreement with ODC Inc. for the 2021 Spring/Summer Maintenance Season.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2021 5-10 ODC TWP Contract Agreement Spring-Summer				

Date	Ver.	Action By	Action	Result
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Consider entering into a contract agreement with ODC Inc. for the 2021 Spring/Summer Maintenance Season.

Background Information:

The Public Works Department has partnered with Occupational Development Center, Inc. (ODC) for chore services since 1989. This contract is included in ODC's Transitional Work Program (TWP). ODC's employees rake in the spring, mow in the summer and remove snow from a variety of city venues such as City Hall, Central School, the Library, Civic Center, walking trails, bridges and parks. Their contract quoted fee for this Spring/Summer Season from 5-10-2021 to 10-31-2021 is at a rate of \$50.00 per 0-30 minutes and \$100.00 for 30 minutes to 1 hour of labor. The fee includes a Job Coach, two to three employees and equipment as needed per weather conditions. Please see the attached ODC TWP Contract Agreement.

Staff Recommendation:

Matt Wegwerth, Public Works Director/City Engineer, recommends entering into ODC's TWP Contract Agreement for the 2021 Spring/Summer Maintenance Season.

Requested City Council Action

Make a motion entering into ODC's TWP Contract Agreement for the 2021 Spring/Summer Maintenance Season



Manufacturing and Service with a Mission

Grand Rapids
401 Southeast 11th Street
Grand Rapids, MN 55744
p. 218.326.8574 | f. 218.326.8447
odcmn.org

TRANSITIONAL WORK PROGRAM
CONTRACT AGREEMENT BETWEEN

Grand Rapids Public Works

AND

OCCUPATIONAL DEVELOPMENT CENTER, INC.

The purpose of this agreement is to outline conditions for person served at the Occupational Development Center, Inc. who will participate in a Transitional Work Program of Lawn Care Service to include lawn mowing, weed trimming, raking and removal of leaves at Grand Rapids Public Works 500 SE 4th Street.

Grand Rapids, MN 55744 tentatively beginning 5/10/2021 shall be concluded on 10/31/2021

, or when changes in the duties and responsibilities occur. This contract is subject to change if there is an increase in minimum wage. At that time a new price will be negotiated.

The Occupational Development Center, Inc. agrees to the following as indicated by X's in the box.

- 1. Provide a staff trainer at the employment site to ensure that the person Served can fulfill job task assignments.
2. Will maintain and satisfy all payroll requirements for the Person Served participating under this agreement.
3. Schedule will be as follows: As deemed necessary by job coach unless otherwise specified in this contract.
4. Arrange transportation to and from Grand Rapids Public Works at these locations old central school, library, bridge, city hall, Parks and around town

Divisions

Grand Rapids Public Works agrees to the following by X's in the box.
(Name of Business)

- 1. Provide a worksite within their facility to train and assess the person served in the duties listed below.
- 2. Will reimburse the Occupational Development Center, Inc. at quoted price, which will include wages and related overhead costs at **\$50.00 for 0-30 minutes labor**
\$100.00 for 30 minutes to 1-hour labor.
per Public Works physical location mentioned in page 1 of this contract per visit
- 3. Will complete appropriate employee evaluation forms as requested by the Occupational Development Center, Inc.
- 4. Other:

Number of Person Served covered by this agreement (this number will not change unless prior authorization is received): **2-3 and a Job Coach.**

Duties to be performed: **Lawn mowing, weed trimming, raking and removal of leaves**
Days per week: **as needed per weather condition**

The Occupational Development Center, Inc. will bill monthly at the agreed upon price for hours worked by employee(s). **as stated above**

This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice in writing delivered by mail or in person.

I (We) agree to the terms of this Agreement:

Contracting Business Signatures

____/____/____
Date

Rinna Waters; Program Specialist



ODC Signatures

5/5/21
Date



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1866 **Version:** 1 **Name:** Sale of Bleachers to Benson
Type: Agenda Item **Status:** Consent Agenda
File created: 5/6/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider the sale of bleachers to Nate and Mandy Benson for \$100.
Sponsors:
Indexes:
Code sections:
Attachments: [Hold Harmless \(Benson\)](#)

Date	Ver.	Action By	Action	Result
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Consider the sale of bleachers to Nate and Mandy Benson for \$100.

Background Information:

The City advertised the sale of old bleachers that were salvaged from the former Showboat facility. One bid was submitted by Nate and Mandy Benson for \$100.

Staff Recommendation:

City staff is recommending a motion to sell bleachers to Nate and Mandy Benson for \$100.

Requested City Council Action

Consider a motion approving the sale of bleachers to Nate and Mandy Benson for \$100 and execute a release and hold harmless agreement which is attached.

RELEASE AND HOLD HARMLESS AGREEMENT

This Agreement is made between the City of Grand Rapids (hereinafter referred to as “City”) and Nate Benson and Mandy Benson (hereinafter referred to as “Bensons”).

RECITALS

Whereas, the City is in possession of several bleachers salvaged from a prior lease with a Minnesota non-profit corporation known as Grand Rapids Showboat, Inc., which lease has since been terminated; and

Whereas, the bleachers are currently being stored at the Grand Rapids/Itasca County Airport; and

Whereas, City has no further use for the bleachers and wishes to dispense with the potential liability of storage; and

Whereas, Bensons have indicated their willingness to purchase the bleachers for a nominal sum for their personal use;

NOW, THEREFORE, City and Bensons agree as follows:

AGREEMENT

1. City agrees to sell the bleachers to Bensons for \$_____.
2. City grants to Bensons, their agents or contractors, authorization to enter the Airport property to remove the bleachers.
3. Bensons assume all risk of injury or damage to persons or property arising out of or related to removal of the bleachers from Airport property or any further use of the bleachers by Bensons following removal.
4. It is understood and agreed that City assumes no risk and shall be under no obligation or liability whatsoever if Bensons, their agents or contractors are injured in any manner. Bensons hereby agree to release, discharge, protect, indemnify, defend, save and hold City harmless from and against any and all liability, claims, demands, suits, actions, expenses, recoveries, judgments, costs, losses, damages or injuries of any kind whatsoever arising out of or related to the removal and use of the bleachers, including without limitation any expenses, costs and reasonable attorney fees incurred in connection therewith. (This paragraph shall survive termination of this agreement.)

CITY OF GRAND RAPIDS

Dated: _____, 2021

By: _____
Dale Christy, Mayor

Dated: _____, 2021

Nate Benson

Dated: _____, 2021

Mandy Benson



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1867 **Version:** 1 **Name:** Civic Center Reimbursement Resolution
Type: Agenda Item **Status:** Consent Agenda
File created: 5/6/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider a reimbursement resolution related to the IRA Civic Center Improvement Project.
Sponsors:
Indexes:
Code sections:
Attachments: [Order Improvements - Civic Center](#)

Date	Ver.	Action By	Action	Result
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Consider a reimbursement resolution related to the IRA Civic Center Improvement Project.

Background Information:

The City intends to issue bonds to pay for improvements at the IRA Civic Center. Prior to issuing bonds the City will accrue expenses. The attached resolution allows the City to reimburse itself with future bond proceeds for expenses accrued prior to issuing bonds.

Staff Recommendation:

City staff is recommending a reimbursement resolution related to the IRA Civic Center Improvement Project.

Requested City Council Action

A motion approving a reimbursement resolution related to the IRA Civic Center Improvement Project.

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

RESOLUTION NO. 21-__

**A RESOLUTION ORDERING IMPROVEMENT OF
AND PLANS AND SPECIFICATIONS FOR THE
IRA CIVIC CENTER IMPROVEMENTS
CITY PROJECT 2021/P&R-1**

WHEREAS, the reconstruction construction of improvements is necessary to ensure a safe building at the IRA Civic Center; and

WHEREAS, the reconstruction of existing infrastructure at the IRA Civic Center is the most cost effective solution.

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

1. Such improvement is hereby ordered as proposed.
2. The Building Official is hereby designated as the City' s representative for this improvement and he or his designee shall prepare plans and specifications for the making of such improvement.
3. The City reasonably intends to make expenditures for the IRA Civic Center Improvements project, City Project 2021/P&R-1, and reasonably intends to reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$7,000,000.
4. The Council shall let the contract for all or part of such improvement , or otherwise as authorized by Minn. Stat. 429.041, subd. 2, no later than May 10, 2023.

Adopted by the Council this 10th day of May, 2021.

Dale Christy, Mayor

Kimberly Gibeau/City Clerk

Councilor Toven seconded the foregoing resolution and the following voted in favor thereof: ____; and the following voted against same: ____; whereby the resolution was declared duly passed and adopted.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1869	Version:	1	Name:	Amendments to the 2021 Pay Range for Part-time, Seasonal, and Temporary Employees
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	5/6/2021	In control:		In control:	City Council
On agenda:	5/10/2021	Final action:		Final action:	
Title:	Consider approving amendments to the 2021 Pay Range for Part-time, Seasonal, and Temporary Employees				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2021 Pay Range for Part-time, Seasonal, and Temporary Employees				

Date	Ver.	Action By	Action	Result
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Consider approving amendments to the 2021 Pay Range for Part-time, Seasonal, and Temporary Employees

Background Information:

It has become increasingly difficult to fill vacancies for part-time and seasonal employees. The wage schedule was reviewed by affected departments and recommendations have been made to change the minimum wage for all positions to \$15.00 per hour. An exception to this is at the Golf Course, where the minimum wage will remain at \$10.08 per hour.

Staff Recommendation:

Lynn DeGrio, Director of Human Resources, is recommending adopting the attached 2021 Pay Range for Part-time, Seasonal, and Temporary Employees effective May 17, 2021

Requested City Council Action

Make a motion to adopt the recommended changes to the 2021 Pay Range for Part-time, Seasonal and Temporary Employees effective May 17, 2021.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1870 **Version:** 1 **Name:** GPZ MnDOT reimbursement agreement CRRSAA
Type: Agenda Item **Status:** Consent Agenda
File created: 5/6/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**

Title: Consider adopting a resolution authorizing an agreement with MnDOT for Federal Airport Expenses Reimbursement related to the CRRSAA funds at the GPZ airport

Sponsors:

Indexes:

Code sections:

Attachments: [CRRSAA-Grand Rapids-Agency Agreement](#)
[CRRSAA-Grand Rapids-Resolution](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing an agreement with MnDOT for Federal Airport Expenses Reimbursement related to the CRRSAA funds at the GPZ airport

Background Information:

The Grand Rapids - Itasca County Airport (GPZ) recently received a \$23,000 grant from the FAA to assist with operating and maintenance expenses related to the COVID-19 pandemic. The FAA uses MnDOT as the fiscal agent for these funds, and an agreement is necessary to allow MnDOT to handle the reimbursements. Attached is the resolution and agreement.

Staff Recommendation:

Matt Wegwerth, Public Works Director/City Engineer, recommends adopting a resolution authorizing an agreement with MnDOT for Federal Airport Expenses Reimbursement related to the CRRSAA funds at the GPZ airport

Requested City Council Action

A motion adopting a resolution authorizing an agreement with MnDOT for Federal Airport Expenses Reimbursement related to the CRRSAA funds at the GPZ airport



STATE OF MINNESOTA
AGENCY AGREEMENT for
FEDERAL AIRPORT EXPENSES REIMBURSEMENT

This agreement is entered into by and between the Grand Rapids-Itasca County Airport (“Local Government”) and the State of Minnesota, acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Local Government has received an Airport Coronavirus Response Grant Program (“ACRGP”) Grant under the Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSA Act”) (Public Law 116-260) directly from the Federal Aviation Administration (“FAA”) to reimburse eligible airport expenses at Local Government’s airport.
2. This agreement is not a subgrant of the ACRGP Grant funds. The FAA will be conducting oversight and monitoring the ACRGP Grant funding (see CRRSA FAQs for more information, at: <https://www.faa.gov/airports/crrsaa/media/ACRGP-FAQs-20210212.pdf>).
3. Pursuant to Minnesota Statutes Sections 360.016 and 360.039, subd. 2, the Local Government desires MnDOT to act as the Local Government’s agent in accepting the federal funds on the Local Government’s behalf and disbursing the federal funds to the Local Government for expenses at the airport.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. Effective Date: This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.
- 1.2. Expiration Date: This agreement will expire on July 31, 2025.

2. Local Government’s Duties

- 2.1. The Local Government designates MnDOT to act as its agent in accepting the federal funds on its behalf and disbursing the federal funds to the Local Government for airport expenses deemed allowable by the FAA under the CRRSA Act.
- 2.2. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to disburse the federal aid sought by the Local Government.
- 2.3. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations. The Local Government will comply with all requirements and assurances in the ACRGP Grant, which is incorporated into this contract by reference.

3. MnDOT’s Duties

- 3.1. MnDOT accepts designation as agent of the Local Government for the receipt of the federal funds and disbursement of the federal funds to the Local Government and will act in accordance herewith.
- 3.2. MnDOT will make the necessary requests to the FAA for authorization to disburse federal funds for airport expenses and for reimbursement of eligible costs under the CRRSA Act.
- 3.3. MnDOT may withhold federal funds where the FAA determines that airport expenditures were not made in compliance with federal requirements.

- 3.4. MnDOT, the FAA, or duly authorized representatives of the state and federal government will have the right to audit the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the contract.

4. **Payment**

- 4.1. **Eligibility.** Eligible expenses under the act include costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Eligible expenses will be determined by the Federal Aviation Administration. Eligible expenses will be determined in accordance with FAA'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 CRRSA Act.
- 4.2. **Reimbursement.** Local Government has been awarded \$23,000 in Federal CRRSA Act funding to reimburse federally-eligible expenses at airport(s) it operates. Local Government will be reimbursed for 100% of federally-eligible expenses not reimbursed by any other source. The Local Government will pay any part of the cost or expense that is not paid by federal, state, or other funds. MnDOT will receive the federal funds to be paid by the FAA for eligible expenses and will reimburse the Local Government from said federal funds for each payment request, subject to the limits of those funds.
- 4.3. **Payment Requests.** The Local Government will prepare payment requests in accordance with the terms of the federal award.
 - 4.3.1. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may work directly with FAA to receive the federal funds under the CRRSA Act grant pursuant to any terms and conditions imposed by FAA.
- 4.4. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for the Local Government's failure to comply with federal requirements. The Local Government agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 4.5. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of the Federal award. The FAA will determine 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.

5. **Conditions of Payment.** Local Government's use of federal funds disbursed under this agreement must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive reimbursement under this Agreement for expenses that are not eligible as described in Section 4.1 above.

6. **Authorized Representatives**

- 6.1. MnDOT's Authorized Representative is:
Name: Crystal Nickles, or her successor or designee.
Title: Grants Specialist
Email: crystal.nickles@state.mn.us

6.2. The Local Government's Authorized Representative is:

Name: Matt Wegwerth

Title: Director of Public Works/City Engineer

Email: mwegwerth@ci.grand-rapids.mn.us

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2. **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.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability. Minnesota Statutes Section 466.04 governs Local Government Liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to this agreement. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any and all lawful claims or costs arising out of or incidental to Local Government's acts or omissions under this agreement and any *ultra vires* acts, including reasonable attorney fees incurred by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT 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. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

9.2. All requests for reimbursement are subject to audit by FAA or MnDOT.

10. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement.
11. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT 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 MnDOT's obligation or responsibility.
12. **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.
13. **Termination for Cause.** MnDOT may terminate this agreement if Local Government fails to observe or perform any of the terms, conditions, or covenants required to be observed or performed by it pursuant to this agreement and such failure continues for a period of 30 calendar days after MnDOT has given written notice to Local Government of such default or, in the event that such default shall be incapable of cure with reasonable diligence during said 30 day period, shall have failed to commence to cure said default within 30 days of the date of said notice and to diligently pursue the same to completion.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
15. **Fund Use Prohibited.** The Local Government 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 federal or 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 Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this agreement.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59, if applicable, 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 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.

17. **Limitation.** Under this contract, MnDOT is only responsible for disbursing funds. Nothing in this contract will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to this agreement. MnDOT may provide technical advice and assistance as requested by the Local Government, however, the Local Government will remain responsible for all aspects of administering this agreement.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

LOCAL GOVERNMENT

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

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 # _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR FEDERAL AIRPORT
EXPENSES REIMBURSEMENT**

It is resolved by the **Grand Rapids-Itasca County Airport** as follows:

1. That the state of Minnesota Agreement No. **1046744**,
"Grant Agreement for Federal Airport Expenses Reimbursement," for
State Project No. **A3101-C2** at the **Grand Rapids/Itasca County Airport-Gordon
Newstrom Field** is accepted.

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

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: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1871	Version:	1	Name:	Consider rescinding the resignation of Debra Moebakken from the position of Library Public Services Clerk.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	5/6/2021	In control:		In control:	City Council
On agenda:	5/10/2021	Final action:		Final action:	
Title:	Consider rescinding the resignation of Debra Moebakken from the position of Library Public Services Clerk.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Consider rescinding the resignation of Debra Moebakken from the position of Library Public Services Clerk.

Background Information:

At the April 12, 2021 City Council meeting, the Council accepted the resignation of Debra Moebakken from the position of Public Services Clerk at the Grand Rapids Area Library effective May 28, 2021 and authorized City staff to begin the process of filling the position following consultation with the Library Board.

The Library Board met and voted create two part-time Public Service Clerk positions up to 28 hours per week. Once Debra was made aware of this, she requested to withdraw her resignation and formally requested continued employment in that capacity beginning June 1, 2021. The other part-time position will be advertised and interviews will be held. We will come back to the City Council with a recommendation for hire.

Staff Recommendation:

Will Richter, Director of Library Services, and Lynn DeGrio, Director of Human Resources, are recommending rescinding Debra Moebakken's resignation and reinstate her to the part-time position of Library Public Services Clerk effective June 1, 2021 at her rate of \$19.16 per hour, along with pro-rated Flexible Time Off and Extended Medical Benefits.

Requested City Council Action

Make a motion to rescind the resignation of Debra Moebakken from the position of Library Public Services Clerk and change her employment status from full-time to part-time effective June 1, 2021.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1874 **Version:** 1 **Name:** PCA Board Ordinance
Type: Agenda Item **Status:** Consent Agenda
File created: 5/6/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider adopting an interim ordinance amending chapter 2, article 5, division 8 Police Community Advisory Board, subd. 2-353 Membership, Appointments of the Grand Rapids Municipal Code

Sponsors:

Indexes:

Code sections:

Attachments: [Interim Ord - PCA Board Membership](#)

Date	Ver.	Action By	Action	Result
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Consider adopting an interim ordinance amending chapter 2, article 5, division 8 Police Community Advisory Board, subd. 2-353 Membership, Appointments of the Grand Rapids Municipal Code

Background Information:

The PCA Board was established February 2, 2015 for the purpose of enhancing the lines of communication between the Grand Rapids residents, police department and City Council.

Staff Recommendation:

Adopt interim ordinance as presented.

Requested City Council Action

Make a motion adopting an interim ordinance amending chapter 2, article 5, division 8 Police Community Advisory Board, subd. 2-353 Membership, Appointments of the Grand Rapids Municipal Code

Councilor introduced the following Ordinance and moved for its adoption:

ORDINANCE NO. 21-05-

**AN INTERIM ORDINANCE AMENDING CHAPTER 2, ARTICLE 5, DIVISION 8,
SUBD. 2-353 POLICE COMMUNITY ADVISORY BOARD MEMBERSHIP,
APPOINTMENTS**

WHEREAS, the Police Community Advisory Board was established to enhance lines of communication between the Grand Rapids residents, police department and city council; and

WHEREAS, after review, staff have made minor changes to the ordinance language and are recommending adoption of interim ordinance as shown in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that the proposed amendments to the City Code are in the best interest of the public health, safety, and general welfare and hereby ordains that the Grand Rapids City Code be amended as provided in Exhibit "A".

This Ordinance shall become effective after its passage and publication.

ADOPTED AND PASSED BY THE City Council of the City of Grand Rapids on the 10th day of May 10, 2021.

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

Councilor seconded the foregoing ordinance and the following voted in favor thereof: .

Opposed: None, whereby the ordinance was declared duly passed and adopted.

EXHIBIT "A"

2-353 Membership, Appointments

The police community advisory board shall be composed of ~~nineteen~~ thirteen members, reducing to nine members through attrition, with members being appointed by the city council. Vacancies shall be filled for the unexpired portion of a departing member's term when number of members is returned to nine member board by action of the city council. Members of the board shall exclude themselves from taking any action when personal business relationships are acted upon by this board. Members will be appointed according to city policy regarding residency requirements.

(Ord. No. 15-02-02, 2-9-2015; Ord. No. 16-04-04, 4-11-2016)



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1890 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 5/7/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider approving moving forward with Municode Meeting and Agenda Management service.
Sponsors:
Indexes:
Code sections:
Attachments: [Municode Meeting & Agenda Management](#)

Date	Ver.	Action By	Action	Result
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Consider approving moving forward with Municode Meeting and Agenda Management service.

Background Information:

As discussed at the worksession, the proposed meeting and agenda management service will be a user friendly and cost effective alternative to the Granicus program currently in use. Also included in the annual service will be management for all City boards and commissions. Annual cost is \$8400 and a one time start up fee of \$1500 to upload all agenda archives since the launch of Legistar.

Staff Recommendation:

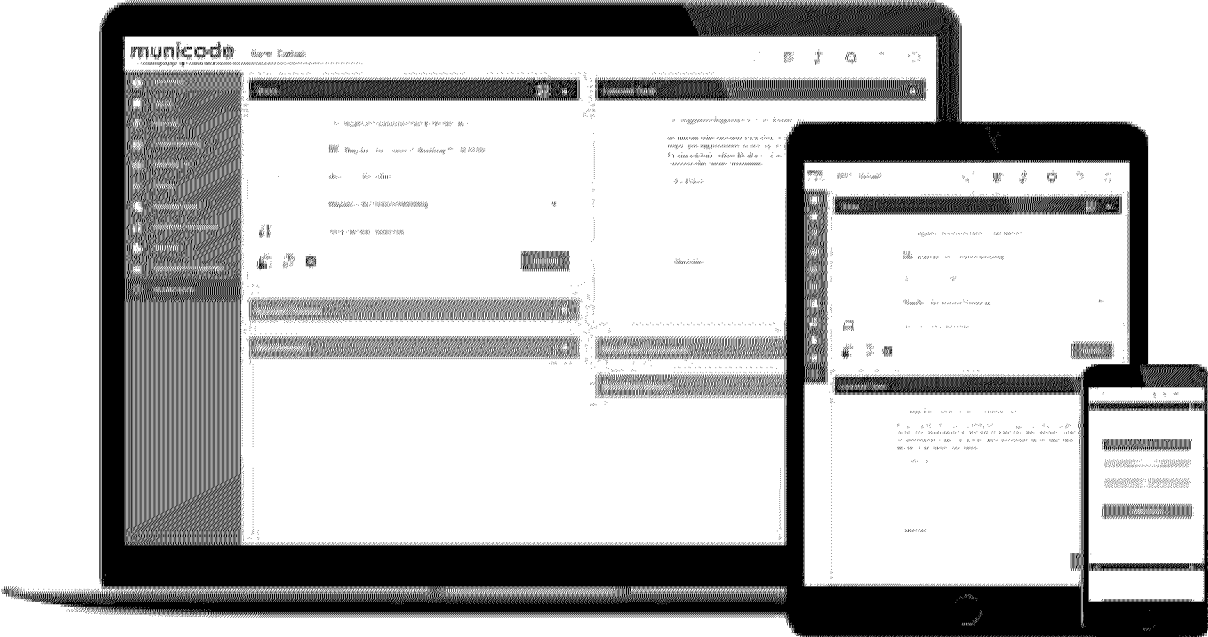
Approve meeting and agenda management service with Municode

Requested City Council Action

Make a motion approving Municode Meeting and Agenda Management agreement, authorize the Mayor signature and payment.

MEETING & AGENDA MANAGEMENT

Quote: Grand Rapids, Minnesota



municode



CONNECTING YOU & YOUR COMMUNITY



James Bonneville

PO Box 2235 Tallahassee, FL 32316
651-262-6262 jbonneville@municode.com

INTRODUCTION LETTER

May 7, 2021

Dear Selection Team:

Thank you for the opportunity to present City of Grand Rapids with our quote for online meeting and agenda management services. Our Municode Meetings solution will streamline your process to create, approve and post meeting agendas and minutes.

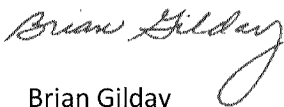
Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to the meeting management process, Municode Meetings is simple and straight-forward, yet robust enough to satisfy the needs of our largest municipalities.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Meetings with our suite of online municipal solutions including ordinance integration (Municode NEXT) and website integration (Municode Meetings).

Municode Meetings allows clerks to mark ordinance agenda items as 'approved' within Municode Meetings and have them auto scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances. In addition, meetings auto-post to your Municode Web website calendar. These integrations include unified search and cross-links across each platform.

We are thrilled at the opportunity to partner with you on such an important initiative.

Sincerely,



Brian Gilday

President, Website/Meetings Division

MUNICODE MEETINGS FEATURES

Base

- ★ Unlimited Meetings
- ★ Unlimited Meeting Agenda Templates
- ★ Unlimited Users
- ★ Create Meetings
- ★ Submit/Add Agenda Items
- ★ Attach agenda item files
- ★ Create Agendas
- ★ Create Agenda Packets
- ★ Approve Items with Approval Workflow
- ★ Automatically Publishing to the Web – Agenda, Agenda Packet, Minutes
- ★ Create Meeting Minutes
- ★ Public In-Meeting Display (presentation screen to display current agenda item and voting results)
- ★ Voting Support (verbal vote, vote by show of hands, or legislator-initiated voting via tablet/iPad/laptop)
- ★ Roll Call
- ★ Self-service video time stamping – you can add timestamps of your meeting agenda items to your meeting videos
- ★ Integration with Municode Web website (meetings/calendar/search integration)
- ★ 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- ★ Email support with one-hour response time during working hours
- ★ Emergency 24x7 support
- ★ Up to 3 hours of webinar refresher training per year

Optional

- ★ Video Time Stamping Service
- ★ Municode Portal
- ★ Board Management

SERVICE AND SUPPORT

🏆 Guaranteed Uptime

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

📞 24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

🔒 Security upgrades:

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

🛡️ Site Monitoring and Site Recovery:

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PORTAL FEATURES (OPTIONAL)

Base

- ★ Public Meetings Portal
- ★ ADA Compliant HTML/CSS (WCAG 2.1 AA)
- ★ Custom header with logo, choice of colors, and customizable menu links
- ★ Best-in-class Search Engine (indexes the contents of PDF agendas and minutes)
- ★ Meeting calendar
- ★ Video integrations (Vimeo, YouTube, Suite One Media, Cablecast, custom 3rd party video providers)
- ★ Ability to create meetings and upload PDF agendas/minutes
- ★ Circle of Governance integrations (Municode Meetings, Municode Next)
- ★ 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- ★ Email support with one-hour response time during working hours
- ★ Emergency 24x7 support

Optional

- ★ Auto-import historical Meeting files (Agendas, Minutes) and search indexing
- ★ Email Notifications
- ★ Board Management

BOARD MANAGEMENT FEATURES (OPTIONAL)*

Base

- ★ Unlimited boards and committees
- ★ Manage term start/stop dates
- ★ Export member data
- ★ Online board application form
- ★ Board member approvals
- ★ Term Expiration Report
- ★ Term Expiration Email Notifications
- ★ Auto-expiration option for expiring terms Public web page for each board/committee
- ★ Create custom links/buttons on each board page Custom web header (logo/colors)
- ★ Free integration with Municode Meetings

* Note: Board Management requires a Municode Website or the Municode Portal

PRICING

Municode Meetings Annual Subscription

\$4,800 per year

***\$5,000 per year. \$200 per year consideration since you are Municode Codification customer**

One-time Project Setup

no charge

- Configure Boards/Committees/Commissions
- Configure Meeting Agenda Templates
- Setup Users, Roles, and Permissions
- Conduct initial training – web teleconference

Additional Options

- Video Time Stamping Service \$2,520 per year
 - Municode will bookmark/timestamp up to 36 meetings per year
- Portal \$1,000 per year
 - Includes all Portal base features
 - Additional options
 - Board Management \$2,000 per year
 - Email notifications (on demand + weekly digest) \$600 per year
 - Import historical PDF agendas/minutes (up to 10 years) \$1,500 one-time

PAYMENT SCHEDULE

- Payment will be made on May 30, 2022 100% of annual subscription fee and annually thereafter

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.
- Payment schedule will be adjusted accordingly based on selected optional features.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between City of Grand Rapids, Minnesota ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Minnesota without resort to any jurisdiction's conflicts of law, rules, or doctrines.

Submitted by:

Municipal Code Corporation

By: *Brian Gilday*

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: Mayor

Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1859 **Version:** 1 **Name:** Board & Commission Minutes
Type: Minutes **Status:** Approved
File created: 5/5/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Review and acknowledge minutes for Boards & Commissions
Sponsors:
Indexes:
Code sections:
Attachments: [January 23, 2021 GREDA Minutes](#)
[February 11, 2021 GREDA Minutes](#)
[March 3, 2021 GREDA Special Meeting Minutes](#)
[March 25, 2021 GREDA Minutes](#)
[April 6, 2021 Arts & Culture Minutes](#)

Date	Ver.	Action By	Action	Result
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Review and acknowledge minutes for Boards & Commissions

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, JANUARY 14, 2021
4:00 P.M.
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order electronically on Thursday, January 14, 2021 at 4:00 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: Rick Blake, Sholom Blake, John O’Leary, Mike Korte, Cory Jackson, Tasha Connelly. Absent: Mike Przytarski.

SETTING OF REGULAR AGENDA: **Approved without addition.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER CONNELLY, SECOND BY COMMISSIONER KORTE TO APPROVE THE MINUTES OF THE DECEMBER 10, 2020 REGULAR MEETING. The following roll call vote was taken: Yea: R. Blake, Connelly, Jackson, Korte, O’Leary, S. Blake. Nay: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER O’LEARY, SECOND BY COMMISSIONER CONNELLY TO APPROVE CLAIMS IN THE AMOUNT OF \$37,273.40

Blandin Foundation	\$17,790.74	City of Grand Rapids	\$12,280.50
First American Title	\$2,000.00	Itasca County Recorder	\$3.00
Kennedy & Graven	\$2,244.00	Loren Solberg Consulting	\$1,200.00
MN DEED	\$1,000.00	Minnesota Energy Resources	\$190.54
Northern Star Cooperative	\$353.77	P.U.C	\$210.85

The following roll call vote was taken: Yea: O’Leary, Korte, Jackson, Connelly, R. Blake, S. Blake. Nay: None, passed unanimously.

Consider approval of the GREDA 2021 Work Plan.

MOTION BY COMMISSIONER KORTE, SECOND BY COMMISSIONER JACKSON TO APPROVE THE GREDA 2021 WORK PLAN. The following roll call vote was taken: Yea: R. Blake, Connelly, Jackson, Korte, O’Leary, S. Blake. Nay: None, passed unanimously.

Consider a professional service contract with Loren Solberg Consulting, LLC.

Staff is requesting that GREDA approve a new six-month contract with Loren Solberg Consulting to continue work in supporting the business interest that has acquired the former Ainsworth plant. The monthly rate of \$1,200.00 plus approved expensed is the same as the contract that expired at the end of 2020.

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER O'LEARY TO APPROVE A PROFESSIONAL SERVICE CONTRACT WITH LOREN SOLBERG CONSULTING, LLC. The following roll call vote was taken: Yea: O'Leary, Korte, Jackson, Connelly, R. Blake, S. Blake. Nay: None, passed unanimously.

Consider adopting a resolution approving a Reinstatement and First Amendment to Purchase Agreement with Ponti Peterson Post No. 1720 VFW.

The purchase agreement has a closing date of December 31st, 2020. Closing by this date was achievable had it not been for unforeseen delays in receiving a completed title commitment for our review. The Reinstatement and First Amendment has the effect of revoking the termination of the Purchase Agreement otherwise caused by the prior expiration, and revises the Closing Date to January 31st, 2021.

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER CONNELLY TO ADOPT RESOLUTION 21-01 APPROVING A REINSTATEMENT AND FIRST AMENDMENT TO PURCHASE AGREEMENT WITH PONTI PETERSON POST NO. 1720 VFW. The following roll call vote was taken: Yea: R. Blake, Connelly, Jackson, Korte, O'Leary, S. Blake. Nay: None, passed unanimously.

Consider approval of a Subordination Agreement with Huso Property Management, LLC and Woodland Bank.

Huso Property Management is refinancing debt that is currently senior to a GREDA CBIL. The refinanced debt will be for the amount plus closing fees. The requested subordination will not degrade GREDA's current position and may improve it with a shorted amortization retiring principal more rapidly.

MOTION BY COMMISSIONER O'LEARY, SECOND BY COMMISSIONER KORTE TO APPROVE A SUBORDINATION AGREEMENT WITH HUSO PROPERTY MANAGEMENT, LLC AND WOODLAND BANK. The following roll call vote was taken: Yea: O'Leary, Korte, Jackson, Connelly, R. Blake, S. Blake. Nay: None, passed unanimously.

Consider approval of a six-month lease with Wildland Fabric, LLC for Suite 1 of Central School.

Megan Brekke, dba Wildland Fabrics, currently a tenant in Suite 1 on the Garden Level of Central School, would like to renew her lease for a term of six months. The lease rate is \$7.42 per square foot.

MOTION BY COMMISSIONER KORTE, SECOND BY COMMISSIONER CONNELLY TO APPROVE A SIX MONTH LEASE WITH WILDLAND FABRICS, LLC FOR SUITE 1 OF CENTRAL SCHOOL. The following roll call vote was taken: Yea: R. Blake, Connelly, Jackson, Korte, O'Leary, S. Blake. Nay: None, passed unanimously.

Consider a lease with Lea Friesen and Aaron Squadroni for Suite 2 of Central School.

Lea Friesen and Aaron Squadroni are tenants in Suite 2 on the Garden Level of Central School and have requested a new lease. The term will run from January 1, 2021 thru December 31, 2021 at a rate of \$7.42 per square foot.

MOTION BY COMMISSIONER O'LEARY, SECOND BY COMMISSIONER KORTE TO APPROVE A LEASE WITH LEA FRIESEN AND AARON SQUADRONI FOR SUITE 2 OF CENTRAL SCHOOL. The following roll call vote was taken: Yea: O'Leary, Korte, Jackson, Connelly, R. Blake, S. Blake. Nay: None, passed unanimously.

Updates:

Federal EDA Grant- Mr. Mattei is still waiting to hear back on the status of the grant.

There being no further business the meeting adjourned at 4:28 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, FEBRUARY 11, 2021
4:00 P.M.
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order electronically on Thursday, January 14, 2021 at 4:00 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: Rick Blake, Sholom Blake, John O’Leary, Mike Korte, Mike Przytarski, Tasha Connelly. Absent: Cory Jackson

SETTING OF REGULAR AGENDA: **Approved with addition.**

- **Consider adoption of a resolution approving a purchase and development/option agreement for the sale of 865 and 895 SW 22nd Avenue.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER KORTE, SECOND BY COMMISSIONER O’LEARY TO APPROVE THE MINUTES OF THE JANUARY 14, 2021 REGULAR MEETING. The following roll call vote was taken: Yea: R. Blake, Connelly, Przytarski, Korte, O’Leary, S. Blake. Nay: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER R. BLAKE TO APPROVE CLAIMS IN THE AMOUNT OF \$177,192.74.

First American Title	\$133,608.90	Itasca County H.R.A	\$34,120.20
Kennedy & Graven	\$5443.50	MN DEED	\$2,000.00
Northern Star Cooperative	\$279.25	P.U.C	\$240.59
The Northspan Group INC	\$1,500.00		

The following roll call vote was taken: Yea: O’Leary, Korte, Przytarski, Connelly, R. Blake, S. Blake. Nay: None, passed unanimously.

Consider approval of a revised GREDA Land Pricing Policy.

Mr. Mattei reviewed the changes with the Commissioners and they decided on a price of \$149,500 for the former Rose/VFW properties.

MOTION BY COMMISSIONER KORTE, SECOND BY COMMISSIONER JACKSON TO APPROVE THE GREDA 2021 WORK PLAN. The following roll call vote was taken: Yea: R. Blake, Connelly, Przytarski, Korte, O’Leary, S. Blake. Nay: None, passed unanimously.

Consider approval of a Commercial Listing Contract With Wellson Group Inc.

The contract is the same as the contract that was approved on July 25th 2019, which has since expired. Mr. Welliver has provided and updated contract, the new contract will expire December 31st, 2021. As the previous agreement stated, the compensation would be 3% of the sale price and would reserve GREDA's right to sell to a buyer that they secured without compensation to Wellson.

MOTION BY COMMISSIONER CONNELLY, SECOND BY COMMISSIONER KORTE TO APPROVE A COMMERCIAL LISTING AGREEMENT WITH WELLSON GROUP INC. The following roll call vote was taken: Yea: O'Leary, Korte, Przytarski, Connelly, R. Blake, S. Blake. Nay: None, passed unanimously.

Consider adoption of a resolution approving a purchase and development/option agreement for the sale of 865 and 895 SW 22nd Avenue by the Grand Rapids EDA.

Mohammad and Ashifa Siddiqui, desire to purchase Lot 8, Block 2 of Great River Acres for the asking price of \$25,500. The Siddiquis also wish to purchase an 18-month option for the adjoining Lot 7, Block 2. The option price of \$1,500 will be applied to the established purchase price of \$25,000, should the Siddiquis exercise the option. If the Siddiquis choose not to exercise the option, the option price is non-refundable.

The Siddiquis plan to build their own home on Lot 8, and are reserving the adjacent lot for their daughter to build a home following her completion of medical school.

GREDA held a Public Hearing on November 14, 2019 to consider approving a plan for conveyance of Lots 2, 3, 4, 5, 6, 7, and 8, Block 2 and Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 3, all in the plat of Great River Acres.

Therefore, a public hearing to consider this sale is not necessary.

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER KORTE TO ADOPT RESOLUTION 21-02 APPROVING A PURCHASE AND DEVELOPMENT/OPTION AGREEMENT FOR THE SALE OF 865 AND 895 SW 22ND AVENUE BY THE GRAND RAPIDS EDA. The following roll call vote was taken: Yea: R. Blake, Connelly, Przytarski, Korte, O'Leary, S. Blake. Nay: None, passed unanimously.

Updates:

Industrial Market Analysis- The consultant has conducted interviews and done demographic research.

There being no further business the meeting adjourned at 4:48 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
SPECIAL MEETING
WEDNESDAY, MARCH 3, 2021
4:00 P.M.
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Special Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order electronically on Wednesday, March 3, 2021 at 4:00 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: Rick Blake, Sholom Blake, John O’Leary, Mike Korte, Cory Jackson, Tasha Connelly. Absent: None.

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER O’LEARY, SECOND BY COMMISSIONER CONNELLY TO APPROVE THE MINUTES OF THE FEBRUARY 11, 2021 REGULAR MEETING. The following roll call vote was taken: Yea: R. Blake, Connelly, Jackson, Korte, O’Leary, S. Blake. Nay: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER CONNELLY TO APPROVE CLAIMS IN THE AMOUNT OF 13,738.30.

City of Grand Rapids	\$2,453.10	Ehlers & Associates	\$405.00
Kennedy & Graven	\$6,809.30	Loren Solberg Consulting	\$1,200.00
Minnesota Energy Resources	\$209.33	Rapids Printing	\$1,654.50

The following roll call vote was taken: Yea: O’Leary, Korte, Jackson, Connelly, R. Blake, S. Blake. Nay: None, passed unanimously.

Consider approval of a resolution supporting Minnesota Senate File 1163 and Minnesota House File 1486 establishing an incentive for the production of wood pellets.

The wood pellet production industry is an emerging industry that utilizes forest and wood mill residuals to produce an alternative fuel source for power generation and home use. Due to new regulations regarding the use of coal overseas the use of wood pellets has become an alternative fuel source. This presents an opportunity for growth in our region and will also help sustain our regional sawmills and create jobs both direct and indirect in services such as logging and transportation.

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER CONNELLY TO ADOPT RESOLUTION 21-03 SUPPORTING MINNESOTA SENTATE FILE 1163 AND MINNESOTA HOUSE FILE 1486 ESTABLISHING AND INCENTIVE FOR THE PRODUCTION OF WOOD PELLETS. The following

**roll call vote was taken: Yea: R. Blake, Connelly, Jackson, Korte, O'Leary, S. Blake.
Nay: None, passed unanimously.**

Updates:

Federal EDA Grant- GREDA's request was for 80% funding of a 3.9 million dollar infrastructure project at the former Ainsworth Site. The Federal EDA reviewed the request and has decided to fund 50% of the project which is roughly 1.96 million. In order for the project to move forward it is necessary to find other potential funding sources including bigger contributions from the City of Grand Rapids, City of Cohasset, IEDC and possibly GRPUC. Mr. Mattei is working with multiple entities to close the gap in funding on this project and will keep the GREDA updated on the progress that is being made.

There being no further business the meeting adjourned at 4:41 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, MARCH 25, 2021
4:00 P.M.
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order electronically on Thursday, March 25, 2021 at 4:05 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: Rick Blake, Sholom Blake, John O’Leary, Cory Jackson. Absent: Tasha Connelly, Mike Korte.

SETTING OF REGULAR AGENDA: **Approved without addition.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER O’LEARY TO APPROVE THE MINUTES OF THE MARCH 3, 2021 SPECIAL MEETING. The following roll call vote was taken: Yea: R. Blake, Jackson, O’Leary, S. Blake. Nay: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER O’LEARY, SECOND BY COMMISSIONER R. BLAKE TO APPROVE CLAIMS IN THE AMOUNT OF \$16,809.79.

City of Grand Rapids	\$271.25	Itasca County Recorder	\$92.00
Kennedy & Graven	\$4,243.65	Latvala Lumber Company	\$48.33
League of MN Cities Insurance	\$5,805.00	Loren Solberg Consulting	\$1,200.00
Minnesota Energy Resources	\$258.82	MN DEED	\$1,000.00
Northern Star Cooperative	\$526.88	P.U.C	\$283.87
Visa	\$79.99	Wellson Group	\$3000.00

The following roll call vote was taken: Yea: O’Leary, Jackson, R. Blake, S. Blake. Nay: None, passed unanimously.

Review Market Assessment for Speculative Space in Grand Rapids, MN – Mary Bujold.

Mary Bujold of Maxfield Research & Consulting provided a power point highlighting land availability, demographic analysis, employment and business growth trends, industrial market analysis and industrial demand. The assessment revealed the current supply of available land is enough at this time however there are no existing industrial buildings ready to attract new businesses or provide for existing business expansion.

Review and discuss funding for the Grand Rapids/Cohasset Industrial Park (Ainsworth Site) Infrastructure Project.

Mr. Mattei provided and updated sources and uses worksheet. The IRRR, GRPUC, City of Grand Rapids, City of Cohasset have agreed to increase their contributions and IEDC has also agreed to contribute to the project. This will help close the funding gap substantially.

There being no further business the meeting adjourned at 5:12 p.m.

Respectfully submitted:

Aurimy Groom, Recorder



ARTS AND CULTURE COMMISSION MINUTES

CALL TO ORDER: Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Council Chambers at 420 N. Pokegama Avenue, Grand Rapids, Minnesota on Tuesday, April 6, 2021 at 4:00 PM.

Call of Roll: On a call of roll, the following members were present: Kari Hedlund, Myrna Peterson, Jennifer Gorman, Sonja Merrild, Anne-Marie Erickson. Absent: Ed Zabinski, Kayla Aubid, Tom Sippola, Gail Otteson

Staff Present: Tom Pagel, Kimberly Gibeau

Public Input: None.

Setting the Agenda:

Motion by Merrild, second by Gorman to approve the agenda as presented. Motion passed by unanimous vote.

Correspondence: None.

Approval of Minutes:

Motion by Gorman, second by Erickson to approve the minutes for March 2, 2021 as presented. Motion passed by unanimous vote.

Financials: Reviewed current financials, noting approved expenditures not included on this months summary.

Artist in Residence: No new updates.

Old Business:

Art Plan & Goal Setting: Sub-committee has a meeting scheduled for Thursday, April 8, 2021. Will provide update at the May 4th Commission meeting.

Goodwin Art Exhibit: No update since last meeting. Mr. Goodwin has indicated that he plans to have a ceremonial blessing by a Shaman of the grounds where the sculpture will be placed.

Mayor's Art Award: This item will be discussed in detail at the May meeting.

New Business:

Consider sponsorship of Frederick Douglass Play: A recommendation by Commissioner Peterson is to provide a \$500 sponsorship in support of the performance. Following discussion, the Commission declines to move forward.

Announcements: None.

Items for next agenda:

- Art Plan and Goal Setting
- Mayor's Art Award
- Goodwin Art Project & Exhibit

There being no further business, the meeting adjourned at 4:39 pm.

Respectfully submitted:

Kim Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1841 **Version:** 1 **Name:** Award Civic Center Fence Quote to Iron Oakes Fence, LLC
Type: Agenda Item **Status:** Engineering\Public Works
File created: 5/3/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider accepting quotes and authorize awarding the low quote to Iron Oakes Fence, LLC in the amount of \$23,256.00 for fencing at the IRA Civic Center.
Sponsors:
Indexes:
Code sections:
Attachments: [Iron Oakes Quote](#)
[Keller Fence Quote](#)

Date	Ver.	Action By	Action	Result
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Consider accepting quotes and authorize awarding the low quote to Iron Oakes Fence, LLC in the amount of \$23,256.00 for fencing at the IRA Civic Center.

Background Information:

The proposed construction at the Civic Center will require fencing to secure the site. In lieu of renting the fence for the project, the Public Works Department would like to purchase the fencing. When purchased, the fencing will be used for other city projects, including festivals, concerts and other construction projects.

The following quotes were received:

Iron Oakes Fence, LLC \$23,256.00
Keller Fence \$26,692.50

Staff Recommendation:

Staff recommends accepting quotes and authorize awarding the low quote to Iron Oakes Fence, LLC in the amount of \$23,256.00 for fencing at the IRA Civic Center.

Requested City Council Action

Make a motion accepting quotes and authorize awarding the low quote to Iron Oakes Fence, LLC in the amount of \$23,256.00 for fencing at the IRA Civic Center.

Iron Oakes Fencing

4295 Davis Road 218-247-7219 Phone
Grand Rapids, MN 55744 218-247-7219 FAX

JOB ESTIMATE

Date: 29-Apr-21

City of Grand Rapids
Att: Matt Wegwerth
420 North Pokegama Ave.
Grand Rapids, MN 55744
Office: 218-326-7625
Matt Mobile: 218-244-1987
mwegwerth@ci.grand-rapids.mn.us

Date of original estimate: 27-Mar-21

Multiple options for 1,200 or 1,133' feet of "Broadfence" temporary fence panels. System will include bases, privacy screen, and 6 man gates.

ITEMIZED ESTIMATE: TIME AND MATERIALS

AMOUNT

Materials and Installation:

Panels: 6' high x 12' long includes bases, clamps, and privacy screen
6 man gate panels separate from the regular panels

Pricing Options:

1,200' Platnum panels with feet

28,400.00

With Broadfoot weights

36,672.00

1133' Premium Panels with weighted bases

23,256.00

Matt: Thank you for contacting us for a quote; hopefully the above is acceptable and we can do the work for you.

TOTAL ESTIMATED JOB COST

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise. We will contact Gopher One Call to locate underground utilities; the customer is responsible for locating any private utility lines such as LP gas, wiring to garage from house, etc.

Payment Requirements: One half down, balance upon completion. Once signed, this estimate becomes a contract.



(Iron Oakes Representative)

4/26/21

(Date)



(Customer Signature)

5/3/21

(Date)

(Customer Signature)

(Date)



P.O. Box 781 Grand Rapids MN 55744

(218) 328-5504

1-800-241-2309

Fax: (218) 328-5509

PROPOSAL

To: Matt Wegwerth
Public Works Director/City Engineer
Grand Rapids, Mn

Date: 3-9-21
Proposal #City Temp
FOB
Terms: per city standard

Regarding: Temporary Fence

Keller Fence Company-North proposes to furnish and install the following:

Driven Post Option: 1400LF of 6'h temporary construction fence with out top rail. \$15.00PLF

Panelized Option: 1400LF of 6'h panelized fence with weighted bases. \$20.00PLF

Walk Gates: \$200.00EA

Screening: \$2.50PLF

*Prices Include Installation and removal.

*Purchasing Option: Deduct \$1.00PLF on either option. (Would still include one time install)

FOR THE SUM OF:

\$

The above quotation is good for a period of ten (10) days from the date of this proposal. Keller Fence Company-North appreciates the opportunity to quote this project and hope it merits your favorable review. If you have any questions or need additional information do not hesitate to call us at the above number.

PROPOSAL ACCEPTED BY:

DATE:

Sincerely,

Scott Windorski



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1846	Version:	1	Name:	Award GO Utility Revenue Refunding Bonds, Series 2021A
Type:	Agenda Item	Status:		Status:	Finance
File created:	5/4/2021	In control:		In control:	City Council
On agenda:	5/10/2021	Final action:		Final action:	
Title:	Consider adopting a resolution awarding the sale of the General Obligation Utility Revenue Refunding Bonds (PUC), Series 2021A, in the amount of \$872,000.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SaleDayReport.GrandRapids.21A FINAL-Grand Rapids GO PUC Ref 21 AWARD RESOLUTION				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution awarding the sale of the General Obligation Utility Revenue Refunding Bonds (PUC), Series 2021A, in the amount of \$872,000.

Background Information:

Ehlers will accept proposals for the sale of \$873,000 General Obligation Utility Revenue Refunding Bonds (PUC) on Friday, May 7, 2021 in the office of Ehlers & Associates, Inc. The recommendation will be brought to Council on May 10, 2021 (tonight) for consideration. Notification of the award will be made the morning of May 11, 2021.

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

Staff Recommendation:

Staff recommends making a motion to adopt a resolution awarding the sale of \$873,000 General Obligation Utility Revenue Refunding Bonds (PUC), Series 2021A.

Requested City Council Action

Make a motion to adopt a resolution awarding the sale of \$872,000 General Obligation Utility Revenue Refunding Bonds (PUC), Series 2021A, fixing their form and specifications; directing their execution and delivery; and providing for their payment; and authorizing the prepayment of certain outstanding obligations.

May 7, 2021

SALE DAY REPORT FOR:

City of Grand Rapids, Minnesota

**\$872,000 General Obligation Utility Bonds,
Series 2021A**



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 provide funds to current refund the Lease Purchase Agreement, Series 2015 with US Bancorp. Refunding the Lease will allow the GRPU to be released from the covenants of the Lease.

The outstanding principal is \$820,338.21 plus interest of \$5,576.66, plus \$24,610.31 as the 3% penalty for prepayment. The Lease was to acquire Advanced Metering Infrastructure and Automated Meter Reading (AMI / AMR) equipment.

Number of Bids: 4

Low Bidder: Deerwood Bank, Grand Rapids, Minnesota

Comparison from Lowest to Highest Bid: (TIC as bid)

Low Bid	0.4626%
High Bid	1.5002%
Interest Difference	\$ 21,695.44

Summary of Sale Results:

Principal Amount*:	\$872,000
Underwriter's Discount:	\$0
Reoffering Premium:	\$0
True Interest Cost:	0.4620%
Costs of Issuance:	\$21,400.00
Yield:	0.230% - 0.630%
Future Value Savings:	\$ (6,200.34)
Present Value Savings:	\$ (5,909.78)
Savings Percentage:	% (0.720%)
Total Net P&I	\$ 881,627.31

Notes: The City and GRPU will serve as Paying Agent on the Bonds.

The Bonds maturing October 15, 2021 and thereafter are callable May 28, 2021 or any date thereafter.

* Subsequent to bid opening, the issue size was decreased to \$872,000 from \$873,000.

Closing Date: May 27, 2021

City Council Action: Adopt a resolution awarding the sale of \$872,000 General Obligation Utility Bonds, Series 2021A.

Supplementary Attachments

- ✓ Bid Tabulation
- ✓ Refunding Savings Analysis
- ✓ Updated Debt Service Schedules
- ✓ Bond Resolution (Distributed in City Council Packets)

BID TABULATION

\$872,000 General Obligation Utility Bonds, Series 2021A

City of Grand Rapids, Minnesota

SALE: May 7, 2021

AWARD: DEERWOOD BANK

Non-Rated

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (October 15)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
DEERWOOD BANK Grand Rapids, Minnesota	2021	0.230%	0.230%	\$873,000.00	\$9,683.06	0.4626%
	2022	0.250%	0.250%			
	2022	0.280%	0.280%			
	2023	0.330%	0.330%			
	2023	0.380%	0.380%			
	2024	0.480%	0.480%			
	2024	0.430%	0.430%			
	2025	0.530%	0.530%			
	2025	0.630%	0.630%			
NORTHVIEW BANK Finlayson, Minnesota		0.980%		\$873,000.00	\$20,500.62	0.9800%
U.S. BANK NATIONAL ASSOCIATED Cincinnati, Ohio		1.430%		\$873,000.00	\$29,914.20	1.4301%
WOODLAND BANK Grand Rapids, Minnesota		1.500%		\$873,000.00	\$31,378.50	1.5002%

* Subsequent to bid opening the par amount was reduced to \$872,000
Adjusted Price - \$872,000.00 Adjusted Net Interest Cost - \$9,627.31 Adjusted TIC - 0.4620%

City of Grand Rapids, MN

\$872,000 General Obligation Utility Bonds, Series 2021A
Current Refunding Automated Meter Reading Lease, Series 2015

Sources & Uses

Dated 05/27/2021 | Delivered 05/27/2021

Sources Of Funds

Par Amount of Bonds	\$872,000.00
Total Sources	\$872,000.00

Uses Of Funds

Costs of Issuance	21,400.00
Deposit to Current Refunding Fund	850,525.00
Deposit to Debt Service Fund (Rounding)	75.00
Total Uses	\$872,000.00

City of Grand Rapids, MN

\$872,000 General Obligation Utility Bonds, Series 2021A
Current Refunding Automated Meter Reading Lease, Series 2015

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
05/27/2021	-	-	-	-	-
10/15/2021	96,500.00	0.230%	1,316.42	97,816.42	97,816.42
04/15/2022	96,500.00	0.250%	1,606.10	98,106.10	-
10/15/2022	96,500.00	0.280%	1,485.48	97,985.48	196,091.58
04/15/2023	96,500.00	0.330%	1,350.38	97,850.38	-
10/15/2023	97,000.00	0.380%	1,191.15	98,191.15	196,041.53
04/15/2024	97,000.00	0.430%	1,006.85	98,006.85	-
10/15/2024	97,000.00	0.480%	798.30	97,798.30	195,805.15
04/15/2025	97,500.00	0.530%	565.50	98,065.50	-
10/15/2025	97,500.00	0.630%	307.13	97,807.13	195,872.63
Total	\$872,000.00	-	\$9,627.31	\$881,627.31	-

Yield Statistics

Bond Year Dollars	\$2,082.52
Average Life	2.388 Years
Average Coupon	0.4622921%
Net Interest Cost (NIC)	0.4622921%
True Interest Cost (TIC)	0.4620174%
Bond Yield for Arbitrage Purposes	0.4620174%
All Inclusive Cost (AIC)	1.5170919%

IRS Form 8038

Net Interest Cost	0.4622921%
Weighted Average Maturity	2.388 Years

City of Grand Rapids, MN

\$872,000 General Obligation Utility Bonds, Series 2021A
Current Refunding Automated Meter Reading Lease, Series 2015

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
10/15/2021	97,816.42	97,816.42	97,269.66	(546.76)
10/15/2022	196,091.58	196,091.58	194,539.33	(1,552.25)
10/15/2023	196,041.53	196,041.53	194,539.32	(1,502.21)
10/15/2024	195,805.15	195,805.15	194,539.32	(1,265.83)
10/15/2025	195,872.63	195,872.63	194,539.34	(1,333.29)
Total	\$881,627.31	\$881,627.31	\$875,426.97	(6,200.34)

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	(5,984.78)
Net PV Cashflow Savings @ 1.517%(AIC)	(5,984.78)
Contingency or Rounding Amount	75.00
Net Present Value Loss	\$(5,909.78)
Net PV Loss / \$865,866.52 PV Refunded Debt Service	(0.683%)
Net PV Loss / \$820,338 Refunded Principal	(0.720%)
Net PV Loss / \$872,000 Refunding Principal	(0.678%)

Refunding Bond Information

Refunding Dated Date	5/27/2021
Refunding Delivery Date	5/27/2021

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota, was duly held in the City Hall in said City on Monday, May 10, 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 Utility Revenue Refunding Bonds, Series 2021A (Public Utilities Commission), to be issued in the original aggregate principal amount of \$872,000.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Term Sheet for the Bonds. The proposals were as set forth in **EXHIBIT A** attached hereto.

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

RESOLUTION NO. 2021-__

A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION UTILITY REVENUE REFUNDING BONDS, SERIES 2021A (PUBLIC UTILITIES COMMISSION), IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$872,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; AND AUTHORIZING THE PREPAYMENT OF CERTAIN OUTSTANDING OBLIGATIONS

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

Section 1. Sale of Bonds.

1.01 Authority. It is hereby determined that:

(a) The City, through its Public Utilities Commission (the "Commission"), owns and operates as a revenue-producing convenience, systems for the distribution of electricity, production and distribution of water, and collection and treatment of sewer and wastewater for the use of the City and its inhabitants and other customers.

(b) At the request of the Commission, the City previously entered into a Master Tax-Exempt Lease/Purchase Agreement, including without limitation an Addendum and a Property Schedule No. 1 (collectively, the "Lease"), dated October 15, 2015, with U.S. Bancorp Government Leasing and Finance, Inc. ("U.S. Bank") in the aggregate principal amount of \$1,700,000. Under the terms of the Lease, the City and the Commission leased with an option to purchase an Advanced Metering Infrastructure (AMI)/Automated Meter Reading (AMR) System for electric and water and sewer customers (the "System"). The Commission has repaid the portion of the Lease that financed the electric meter portion of the System. The Lease is currently outstanding in principal amount of \$820,338.21 and is allocable to the portion of the System used by water and sewer customers.

(c) At the request of the Commission, the City has determined to exercise its option to purchase the System and prepay the Lease on July 15, 2021 (the "Redemption Date").

(d) The City is authorized by Minnesota Statutes, Chapter 444 (the "Utility Revenue Act") to finance certain utility system improvements, such as the acquisition of the System, through the issuance of general obligation bonds of the City. Further, the City is authorized by the provisions of Minnesota Statutes, Chapter 475 (the "Municipal Debt Act" and together with the Utility Revenue Act, the "Act"), and specifically Section 475.67, Subdivisions 3 through 12 of the Municipal Debt Act, to issue and sell its general obligation bonds to refund outstanding bonds when determined by the City Council to be necessary and desirable to relieve the municipality of restrictions imposed by covenants made with the holders of the obligations to be refunded.

(e) It is necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Utility Revenue Refunding Bonds, Series 2021A (Public Utilities Commission) (the "Bonds"), in the original aggregate principal amount of \$872,000, pursuant to the Act, to prepay the Lease and acquire the System.

(f) The City is authorized by Minnesota Statutes, 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 the City’s municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of Deerwood Bank, Grand Rapids, Minnesota (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 \$872,000, bearing interest as follows:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Interest Rate</u>
October 15, 2021	0.230%	April 15, 2024	0.430%
April 15, 2022	0.250	October 15, 2024	0.480
October 15, 2022	0.280	April 15, 2025	0.530
April 15, 2023	0.330	October 15, 2025	0.630
October 15, 2023	0.380		

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Redemption Fund hereinafter created, as determined by the City Administrator and the General Manager of the Commission in consultation with the City’s municipal advisor. The City Administrator is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City. The Purchaser will hold the Bonds for its own account and will not reoffer them to the public.

1.04. 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 \$872,000, dated as of the date of delivery. The Bonds will be issued in fully registered form and issued in the denomination of \$1,000 each or any integral multiple thereof. The Bonds will numbered No. R-1 bearing interest as above set forth and maturing on the dates and amounts as follows:

<u>Maturity</u>	<u>Amount</u>	<u>Maturity</u>	<u>Amount</u>
October 15, 2021	\$ 96,500	April 15, 2024	\$ 97,000
April 15, 2022	96,500	October 15, 2024	97,000
October 15, 2022	96,500	April 15, 2025	97,500
April 15, 2023	96,500	October 15, 2025	97,500
October 15, 2023	97,000		

1.05. Optional Redemption. The City may elect on any date on or after May 28, 2021 to prepay the Bonds. Prepayments will be at a price of par plus accrued interest without premium. 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.

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. The Bonds will be dated as of original issue. The interest on the Bonds is payable on October 15 and April 15 of each year, commencing October 15, 2021, to the registered owners of record thereof as of the close of business on the first day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City appoints the Finance Director, as 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 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 first 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 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 a 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 of 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.

2.04. 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. When the Bonds have been so prepared and executed 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 as attached hereto as **EXHIBIT B**.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges; and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Utility Revenue Refunding Bonds, Series 2021A (Public Utilities Commission) Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City and the Commission. The Commission will continue to maintain and operate its Utility Fund to which will be credited all gross revenues of the wastewater and water utility systems, and out of which will be paid all normal and reasonable expenses of current operations of such system. Any balances therein are deemed net revenues (the “Net Revenues”) and will be transferred, from time to time, to the Debt Service Fund, which Debt Service Fund will be used only to pay principal of and interest on the Bonds and any other bonds similarly authorized. There will always be retained in the Debt Service Fund a sufficient amount to pay principal of and interest on the Bonds, and the Finance Director and the General Manager of the Commission must report any current or anticipated deficiency in the Debt Service Fund to the City Council and the Commission. There is also appropriated to the Debt Service Fund (i) any other funds appropriated by the City for the payment of the Bonds; and (ii) amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Redemption Fund. The proceeds of the Bonds, less the appropriations made in Section 4.01 hereof and the costs of issuance of the Bonds, will be deposited in a separate fund (the “Redemption Fund”) to be used solely to prepay the Lease on the Redemption Date. Any balance remaining in the Redemption Fund after the prepayment of the Lease and the acquisition of the System shall be deposited in the Debt Service Fund. Following prepayment of the Lease, any debt service account

heretofore established for the lease payments due on the Lease shall be closed following the prepayment of the Lease and all monies therein shall be transferred to the Debt Service Fund herein created.

4.03. City and Commission Covenants. The City Council and Commission covenant and agree with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid, they will keep and enforce the following covenants and agreements:

(a) The Commission will continue to maintain and efficiently operate the wastewater and water plants and systems as public utilities and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the wastewater and water systems accounts as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The Commission will also maintain the Debt Service Fund as a separate account in the Utility Fund and will cause money to be credited thereto from time to time, out of Net Revenues from the wastewater and water plants and systems in sums sufficient to pay principal of and interest on the Bonds when due.

(c) The Commission will keep and maintain proper and adequate books of records and accounts separate from all other records of the Commission and the City in which will be complete and correct entries as to all transactions relating to the wastewater and water plants and systems and which will be open to inspection and copying by any bondholder, or the bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all bondholders upon request.

(d) The Commission will cause persons handling revenues of the wastewater and water plants and systems to be bonded in reasonable amounts for the protection of the City and the Commission and the bondholders and will cause the funds collected on account of the operations of the wastewater and water plants and systems to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The Commission will keep the wastewater and water plants and systems insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Bonds and the Commission and City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The Commission and each and all of its officers will punctually perform all duties with reference to the wastewater and water plants and systems as required by law.

(g) The Commission will impose and collect charges of the nature authorized by Minnesota Statutes, Section 444.075 at the times and in the amounts required to produce, Net Revenues adequate to pay all principal and interest when due on the Bonds and to create and maintain such reserves securing said payments as may be provided in this resolution.

(h) The City Council will levy general ad valorem taxes on all taxable property in the City, when required to meet any deficiency in Net Revenues.

4.04. 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 are irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Administrator is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for those advances out of the proceeds of Net Revenues when collected.

4.05. Debt Service Coverage. It is hereby determined that the estimated collection of the Net Revenues for the payment of principal of and interest on the Bonds 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 and that no tax levy is needed at this time.

4.06. Certificate of County Auditor/Treasurer as to Registration. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer of Itasca County and to obtain the certificate required by Minnesota Statutes, Section 475.63.

4.07. Refunding; Findings; Redemption.

(a) Purpose. The amount outstanding on the Lease will be called for redemption on the Redemption Date in the amount of \$820,338.21. It is hereby found and determined that based upon information presently available from the City's municipal advisor, the issuance of the Bonds is consistent with covenants made with the holder of the Lease, will help relieve the municipality of restrictions imposed by covenants made with the Lease and for the acquisition of the System.

(b) Coverage. It is hereby found and determined that the proceeds of the Bonds, along with funds on hand at the City, will be sufficient to pay at maturity or redemption all of the principal of and accrued interest on the Lease plus a prepayment penalty.

(c) Notice of Call for Redemption. The City hereby authorizes the City Finance Director or the General Manager of the Commission to deliver a notice to U.S Bank of the City's intent to exercise its option to purchase the System by prepaying and terminating the Lease on the Redemption Date.

Section 5. Authentication of Transcript.

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

5.02. No Official Statement or Prospectus. It is determined that no official statement or prospectus has been prepared or circulated by the City or the Commission in connection with the sale of the Bonds, that the Purchaser has made its own investigations concerning the City and the Commission, and that the City is relying on the investment representation of the Purchaser in an investment letter to be dated as of issuance of the Bonds.

5.03. Other Certificates. The Mayor and the City Administrator, Finance Director and the General Manager of the Commission 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 and the City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Administrator 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 or the City Administrator and Finance Director or the General Manager of the Commission 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 financial advisor, Ehlers & 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.

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 them or any of them 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 hereby 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 any 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. No Requirement of Continuing Disclosure. Participating underwriters need not comply with the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), because the offering is in a principal amount less than \$1,000,000. Consequently, the City will not enter into any undertaking to provide continuing disclosure of any kind with respect to the Certificate.

Section 8. Defeasance. When all 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 all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by _____
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.

Approved by the City Council of the City of Grand Rapids, Minnesota, this 10th day of May 2021.

Mayor

Attest:

City Clerk

EXHIBIT A

PROPOSALS

BID TABULATION

\$872,000 General Obligation Utility Bonds, Series 2021A

City of Grand Rapids, Minnesota

SALE: May 7, 2021

AWARD: DEERWOOD BANK

Non-Rated
Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (October 15)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
DEERWOOD BANK Grand Rapids, Minnesota	2021	0.230%	0.230%	\$873,000.00	\$9,683.06	0.4626%
	2022	0.250%	0.250%			
	2022	0.280%	0.280%			
	2023	0.330%	0.330%			
	2023	0.380%	0.380%			
	2024	0.480%	0.480%			
	2024	0.430%	0.430%			
	2025	0.530%	0.530%			
	2025	0.630%	0.630%			
NORTHVIEW BANK Finlayson, Minnesota		0.980%		\$873,000.00	\$20,500.62	0.9800%
U.S. BANK NATIONAL ASSOCIATED Cincinnati, Ohio		1.430%		\$873,000.00	\$29,914.20	1.4301%
WOODLAND BANK Grand Rapids, Minnesota		1.500%		\$873,000.00	\$31,378.50	1.5002%

* Subsequent to bid opening the par amount was reduced to \$872,000
Adjusted Price - \$872,000.00 Adjusted Net Interest Cost - \$9,627.31 Adjusted TIC - 0.4620%

EXHIBIT B
FORM OF BOND

No. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS

GENERAL OBLIGATION UTILITY REVENUE REFUNDING BOND
SERIES 2021A
(PUBLIC UTILITIES COMMISSION)

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	[April 15/October 15,] 20__	May 27, 2021	

Registered Owner: Deerwood Bank, Grand Rapids, Minnesota

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 amount set forth above 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 October 15 and April 15 in each year, commencing October 15, 2021, 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. 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 any date on or after May 28, 2021 to prepay the Bonds. Prepayments will be at a price of par plus accrued interest without premium. 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.

This Bond is one of an issue in the aggregate principal amount of \$872,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate. This Bond is issued pursuant to a resolution adopted by the City Council on May 10, 2021 (the "Resolution"), for the purpose of providing money to acquire certain improvements made to the City's water and wastewater systems by refunding certain outstanding obligations of the City and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 444 and 475, as amended, and the principal hereof and interest hereon are payable from net revenues of the wastewater and water systems operated by the Grand Rapids Public Utility Commission (the "Commission"). Net revenues are pledged to a special debt service fund of the Commission, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy ad valorem taxes on all taxable property in the City in the event of any deficiency in net revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$1,000 or any integral multiple thereof of single maturities.

The City Council has designated the Bonds 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.

IT IS HEREBY CERTIFIED AND RECITED That in and by the Resolution, the City and the Commission have covenanted and agreed that the Commission will continue to own and operate the wastewater and water systems free from competition by other like municipal utilities; that adequate insurance on said system and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Utility Fund into which the Commission will pay all of the gross revenues from the wastewater and water systems; that it will also create and maintain a General Obligation Utility Revenue Refunding Bonds, Series 2021A (Public Utilities Commission) Debt Service Fund, into which the Commission will pay, out of the net revenues from the wastewater and water systems, a sum sufficient to pay principal of the Bonds and interest on the Bonds when due; and that the City will provide, by ad valorem tax levies, for any deficiency in required net revenues of the wastewater and water systems.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen, and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened, and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Grand Rapids, 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: May 27, 2021

CITY OF GRAND RAPIDS, MINNESOTA

Mayor

City Administrator

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 Finance Director</u>
May 27, 2021	Deerwood Bank, Grand Rapids, Minnesota Federal ID # _____	_____

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

I, the undersigned, being the duly qualified and City Clerk of the City of Grand Rapids, 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 May 10, 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 Utility Revenue Refunding Bonds, Series 2021A (Public Utilities Commission), in the original aggregate principal amount of \$872,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this ____ day of _____, 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 May 10, 2021, levying taxes for the City’s General Obligation Utility Revenue Refunding Bonds, Series 2021A (Public Utilities Commission), issued in the original aggregate principal amount of \$872,000, dated May 27, 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 _____, 2021.

(SEAL)

County Auditor/Treasurer
Itasca County, Minnesota



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1847 **Version:** 1 **Name:** Planning Commission appointment
Type: Agenda Item **Status:** Administration Department
File created: 5/4/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider appointing applicant to the Planning Commission
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Consider appointing applicant to the Planning Commission

Background Information:

The Planning Commission currently has a vacancy with a term to expire on March 1, 2025. Anita Eiden, city resident, has submitted an application and was interviewed by Councilor Toven.

Requested City Council Action

Make a motion appointing Anita Eiden to the Grand Rapids Planning Commission with a term to expire March 1, 2025.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1848 **Version:** 1 **Name:** GREDA Appointment
Type: Agenda Item **Status:** Administration Department
File created: 5/4/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider appointment of applicant to the Grand Rapids Economic Development Authority
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider appointment of applicant to the Grand Rapids Economic Development Authority

Background Information:

The GREDA has a vacancy with term expiring March 1, 2024. We have two applicants, Dan Foster and Al Hodnik.

MN Statute 469.095, Subd. 2 (a) commissioners...shall be appointed by the mayor with the approval of the city council.

Requested City Council Action

Make a motion appointing one applicant to fill an unexpired term through March 1, 2024.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1851	Version:	1	Name:	Public Hearing on Capital Imp Plan and Tax Abatements
Type:	Public Hearing	Status:		Status:	Public Hearing
File created:	5/4/2021	In control:		In control:	City Council
On agenda:	5/10/2021	Final action:			
Title:	Conduct a Public Hearing for review and proposed adoption of the Amended Five-Year Capital Improvement Plan and Property Tax Abatements and Issuance of General Obligation Bonds related to Public Improvements in the City of Grand Rapids.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	GR Amended CIP Draft 4-20-21				

Date	Ver.	Action By	Action	Result
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Conduct a Public Hearing for review and proposed adoption of the Amended Five-Year Capital Improvement Plan and Property Tax Abatements and Issuance of General Obligation Bonds related to Public Improvements in the City of Grand Rapids.

Background Information:

Pursuant to Minnesota Statutes, Section 475.521, as amended, cities are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements. The City may issue general obligation bonds to finance the costs of capital improvements described in the capital improvement plan. Before the approval of the capital improvement plan and the issuance of any bonds, the City is required to hold a public hearing on the capital improvement plan and the issuance of bonds. The City has prepared the 2021 through 2025 Five-Year Capital Improvement Plan for the Issuance of General Obligation Bonds for the City of Grand Rapids and has determined that it is in the best interests of the City to authorize the issuance and sale of general obligation capital improvement bonds in a maximum principal amount of \$4,800,000 for the acquisition, construction, improvements and equipping of a new fire hall in the City.

The City has contemplated granting a property tax abatement in order to help finance certain public improvements consisting of the acquisition and construction of Phase 2 of the Grand Rapids/Cohasset connection trail along Hwy 2, which will benefit certain property in the City, all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815. Pursuant to Section 469.1813, subdivision 1, the City may grant an abatement of all or a portion of the taxes imposed by the City on a parcel of property to pay for all or part of the cost of acquisition or construction of public infrastructure, whether or not located on or adjacent to the parcel for which the tax is abated. The Abatement Property is not located in a tax increment financing district. The City intends to issue one or more series of general obligation bonds, a portion of which will be designated as tax abatement bonds in the approximate aggregate principal amount of \$1,600,000 for the construction and improvements of Phase 2 of the Grand Rapids/Cohasset Trail.

Staff Recommendation:

Staff recommends holding a Public Hearing for review and proposed adoption of the Amended Five-Year Capital Improvement Plan and Property Tax Abatements and Issuance of General Obligation Bonds related to Public Improvements in the City of Grand Rapids.

Requested City Council Action

Hold a Public Hearing for review and proposed adoption of the Amended Five-Year Capital Improvement Plan and

Property Tax Abatements and Issuance of General Obligation Bonds related to Public Improvements in the City of Grand Rapids.

May 10, 2021

FIVE - YEAR CAPITAL IMPROVEMENT PLAN FOR
ISSUANCE OF GENERAL OBLIGATION CIP BONDS:

City of Grand Rapids, MN

2021 - 2025



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

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I. INTRODUCTION

In 2003, the Minnesota State Legislature adopted statute 475.521, referred to herein as the “CIP Act”. The CIP Act allows cities to issue municipal bonds under a capital improvement plan without a referendum requirement (except for the so-called “reverse referendum” described below). The CIP Act applies to specific capital improvements for the purposes of city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality, as well as libraries and town halls to the meaning of a capital improvement under the CIP Act.

Throughout this plan, the term “Capital Improvement” refers only to those improvements identified in the CIP Act, as summarized above. Capital expenditures for other public improvements in the City will be financed through other means identified in the City’s annual budgeting process and are not governed by this plan.

II. PURPOSE

A Capital Improvement as defined in the CIP Act is a major expenditure of municipal funds for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, any of which have a useful life of 5 years or more. For the purposes of the CIP Act, Capital Improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than a city or town hall, or land for those facilities. A Capital Improvement Plan (“CIP”), as identified by the CIP Act is a document designed to anticipate Capital Improvement expenditures over at least a five-year period so that they may be acquired, constructed and/or installed in a cost-effective and efficient manner. The CIP must set forth the estimated schedule, timing, and details of specific Capital Improvements by year, together with the estimated cost, need for improvement, and sources of revenue to pay for the improvement.

The City of Grand Rapids, Minnesota (the “City”) believes the capital improvement process is an important element of responsible fiscal management and engages in adoption of an updated 5-year plan for city-wide capital expenditures annually as part of its budgeting process. Major capital expenditures can be anticipated and coordinated so as to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. As potential expenditures are reviewed, the municipality considers the benefits, costs, alternatives, and impact on operating expenditures. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. To offset financially difficult times, good planning is essential for the wise use of limited financial resources.

III. PLANNING PROCESS

The City Council annually reviews its capital expenditures according to their priority, fiscal impact, and available funding as part of its budgeting process. The City assembles the specific capital expenditures to be undertaken within the next five years. The City Council prepares a plan based on the available funding sources. In subsequent years, the process is repeated as expenditures are completed and new needs arise.

If the plan calls for general obligation bonds to finance certain Capital Improvements (referred to herein as “CIP Bonds”), the City Council must follow an additional set of procedures. The City may adopt a CIP specifically for those Capital Improvements and address various factors identified within the CIP Act. This CIP is designed to supplement the City’s established capital planning process.

The Council must hold a public hearing regarding issuance of the CIP Bonds to obtain public comment on the matter. Notice of such hearing must be published in the official newspaper of the municipality at least 14, but not more than 28 days prior to the date of the public hearing. In addition, the notice may be posted on the City’s official web site.

The Council must approve the sale of CIP Bonds by a 3/5ths vote of its membership. However, issuance of CIP Bonds is also subject to reverse referendum: if a petition is signed by voters equal to at least five percent of the votes cast in the City in last municipal general election and is filed with the City Clerk within 30 days after the public hearing regarding the

CIP Bonds, the CIP Bonds may not be issued unless approved by a majority of voters voting on the question of issuing the obligations.

Further, the maximum debt service in any year on all outstanding CIP Bonds is 0.16% of the estimated market value of property in the city, using the market value for the taxes-payable year in which the bonds are issued.

After the CIP has been approved and general obligation bonds have been authorized, the City works with its municipal advisor to prepare a bond sale and repayment schedule. Assuming no petition for a referendum is filed, the bonds are sold, and when proceeds from the sale of the bonds (and any other identified revenue sources) become available, prior qualifying expenditures for specified Capital Improvements may be reimbursed and new expenditures made.

IV. PROJECT SUMMARY

The only expenditures to be undertaken with this CIP for the years 2021 to 2025 is the construction of a new fire station further described in Appendix A. The aggregate principal amount of CIP Bonds to be issued under this CIP shall not exceed \$4,800,000. All other foreseeable capital expenditures within the City shall come through other means as identified within the City's annual budgeting process.

The CIP Act requires the City Council to consider eight factors in preparing the CIP and authorizing general obligation bonds:

1. Condition of the City's existing infrastructure, including projected need for repair or replacement.
2. Likely demand for the improvement(s).
3. Estimated cost of the improvement(s).
4. Available public resources.
5. Level of overlapping debt in the City.
6. Relative benefits and costs of alternative uses of funds.
7. Operating costs of the proposed improvement(s).
8. Alternatives for providing services most efficiently through shared facilities with other cities or local governments.

The City has considered the eight points as they relate to the fire station project and issuance of CIP Bonds. The findings are as follows:

Conditions of City Infrastructure and Need for the Project

The new fire station is proposed to be constructed south of 11th Street SE between Pokegama Avenue and SE Second Avenue. It is required to accommodate Itasca County's fire prevention and protection needs. It also allows the fire department to consolidate functions and accommodate all fire equipment on one site instead of being located at three separate sites. Furthermore, the existing fire station, which is attached to the courthouse building, will be sold to Itasca County for the purpose of expanding the correctional facility system. The fire station will meet the needs of Itasca County, and accommodate future growth for the next 40 years.

Demand for the Project

The City has a responsibility to deliver services that provide for the safety, health, and welfare of residents and their property. To serve residents and to do their jobs efficiently and safely, City employees need adequate facilities. The demand for the new facility is in response to the desire to continue providing a level of service necessary for residents.

Estimated Cost of the Project

The fire station is estimated to cost up to \$4,555,000 inclusive of construction and soft costs. Construction contracts are anticipated to be awarded in the Spring or Summer of 2021. The final bonding amount, not to exceed \$4,800,000, will be subject to City Council approval after contracts are approved for the project.

Availability of Public Resources

The City proposes to fund the fire station project with CIP Bond proceeds and potentially supplemented by other available capital resources on hand. Given the size of the project, debt is necessary to provide for the costs and preserve necessary operating resources for the City.

Level of Overlapping Debt

The final official statement for the City's 2020A bonds, dated October 16, 2020, contained the following overlapping debt:

Taxing District	2019/20 Adjusted Taxable Net Tax Capacity	% In City	Total G.O. Debt²	City's Proportionate Share
Itasca County	\$58,055,706	14.4443%	\$9,202,660	\$ 1,329,260
I.S.D. No. 316 (Greenway Public Schools)	6,377,150	4.6916%	25,045,320 ³	1,175,026
I.S.D. No 318 (Grand Rapids Public Schools)	40,410,884	20.0109%	91,345,000 ⁴	18,278,957
City's Share of Total Overlapping Debt				<u>\$20,783,243</u>

Relative Costs and Benefits of Alternative Uses of the Funds

The space limitations within the current fire station, its age and the desire for increased operational efficiencies drive the need for this project in the City. The City did explore alternatives such as renovation and expansion of existing facilities but determined this would not fully meet the needs of the City.

Operating Costs of the Proposed Improvements

The current facilities require additional space as well as significant maintenance and repair. The City estimates significant investments are necessary to address the current needs and problems. The City anticipates that simply addressing maintenance and replacement costs as they are incurred will not provide adequate longevity at the existing site.

Moving forward with a full-scale replacement facility will provide the space and functionality necessary to sustain fire operations for more than 30 years. Significant repairs to the new structure would not be necessary for several decades. A new facility also provides many efficiencies making the department more effective such as adequate training opportunities on site, and adequate room for current and future operations.

Options for Shared Facilities with Other Cities or Local Government

The City determined sharing a facility with another community or local government is not a viable alternative to the City's plans of constructing a new fire station.

V. FINANCING

The total amount of requested expenditures under this CIP is up to \$4,800,000. If these expenditures are to be funded, that amount of money is anticipated to be generated through the sale of general obligation capital improvement plan bonds within the identified five-year period. The anticipated bond sizing is based upon funding the estimated construction and soft costs identified for the project, plus estimated issuance costs and contingency. Principal and interest on the CIP Bonds will be paid through a tax levy and current estimates of size and repayment of the CIP Bonds under consideration is shown in Appendix B.

In financing the CIP, two significant statutory limitations apply. First, under Chapter 475, with few exceptions, cities cannot incur debt in excess of 3% of the assessor's estimated market value (EMV) for the City. As noted in the table below, the final official statement for the City's 2020A bonds, issued on October 16, 2020, shows the City is within the required threshold with unused debt:

Net Debt Limit	
Assessor's Estimated Market Value	820,008,600
Multiply by 3%	0.03
Statutory Debt Limit	24,600,258
Less: Debt Paid Solely from Taxes	(12,695,000)
Less: Debt Paid Solely from Annual Appropriations	(989,857)
Unused Debt Limit	10,915,401

Second, a separate limitation under the CIP Act is that, without referendum, the total amount of principal and interest in any single year payable on all CIP Bonds issued by the City cannot exceed 0.16% of the total estimated market value in the municipality. In the City, that maximum annual debt service amount is \$1,312,014 for the 2019/20 tax year ($\$820,008,600 \times .0016$). The highest annual principal and interest payments on the City's existing CIP Bonds plus those proposed to be

issued under this CIP are estimated to be approximately \$708,500. As such, debt service on the CIP Bonds will be within the annual limits under the CIP Act.

VI. PLAN CONTINUATION

This CIP should be reviewed as needed by the City Council using the process outlined in this document. Through annual amendment, the City Council reviews proposed expenditures, makes priority decisions, and seeks funding for those expenditures it deems necessary for the City. If deemed appropriate, the Council should prepare an update to this CIP for future CIP Bond issuance.

APPENDIX A

Plan Project Costs:

The plan includes capital expenditures of approximately \$4,555,000 for the fire station project which is to be funded with up to \$4,800,000 in bond proceeds. The following projects are currently identified within the 2021 to 2025 timeframe.

Project Costs		
Year	Project	Amount
2021	Fire Station	\$ 4,555,000
2022	None Anticipated	\$ -
2023	None Anticipated	\$ -
2024	None Anticipated	\$ -
2025	None Anticipated	\$ -
TOTAL		\$ 4,555,000

Proposed CIP Bond Issues:

Proposed CIP Bond Issues		
Year		Amount
2021	\$	4,800,000
2022	\$	-
2023	\$	-
2024	\$	-
2025	\$	-
TOTAL	\$	4,800,000

APPENDIX B

Proposed 2021 CIP Bond Issue:

City of Grand Rapids, Minnesota

\$6,255,000 General Obligation Bonds, Series 2021B

Issue Summary - 20 Years All Projects

Assumes Current Market BQ AA- Rates plus 15bps

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
Total Sources	\$4,705,000.00	\$1,550,000.00	\$6,255,000.00
Uses Of Funds			
Total Underwriter's Discount (1.200%)	56,460.00	18,600.00	75,060.00
Costs of Issuance	49,645.09	16,354.91	66,000.00
Deposit to Capitalized Interest (CIF) Fund	42,609.58	14,017.50	56,627.08
Deposit to Project Construction Fund	4,554,215.00	1,500,000.00	6,054,215.00
Rounding Amount	2,070.33	1,027.59	3,097.92
Total Uses	\$4,705,000.00	\$1,550,000.00	\$6,255,000.00

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	Fiscal Total
07/01/2021	-	-	-	-	-	-	-
02/01/2022	-	-	42,609.58	42,609.58	(42,609.58)	-	-
08/01/2022	-	-	36,522.50	36,522.50	-	36,522.50	-
02/01/2023	210,000.00	0.450%	36,522.50	246,522.50	-	246,522.50	283,045.00
08/01/2023	-	-	36,050.00	36,050.00	-	36,050.00	-
02/01/2024	210,000.00	0.600%	36,050.00	246,050.00	-	246,050.00	282,100.00
08/01/2024	-	-	35,420.00	35,420.00	-	35,420.00	-
02/01/2025	210,000.00	0.750%	35,420.00	245,420.00	-	245,420.00	280,840.00
08/01/2025	-	-	34,632.50	34,632.50	-	34,632.50	-
02/01/2026	215,000.00	0.850%	34,632.50	249,632.50	-	249,632.50	284,265.00
08/01/2026	-	-	33,718.75	33,718.75	-	33,718.75	-
02/01/2027	215,000.00	1.050%	33,718.75	248,718.75	-	248,718.75	282,437.50
08/01/2027	-	-	32,590.00	32,590.00	-	32,590.00	-
02/01/2028	215,000.00	1.150%	32,590.00	247,590.00	-	247,590.00	280,180.00
08/01/2028	-	-	31,353.75	31,353.75	-	31,353.75	-
02/01/2029	220,000.00	1.300%	31,353.75	251,353.75	-	251,353.75	282,707.50
08/01/2029	-	-	29,923.75	29,923.75	-	29,923.75	-
02/01/2030	225,000.00	1.400%	29,923.75	254,923.75	-	254,923.75	284,847.50
08/01/2030	-	-	28,348.75	28,348.75	-	28,348.75	-
02/01/2031	225,000.00	1.500%	28,348.75	253,348.75	-	253,348.75	281,697.50
08/01/2031	-	-	26,661.25	26,661.25	-	26,661.25	-
02/01/2032	230,000.00	1.550%	26,661.25	256,661.25	-	256,661.25	283,322.50
08/01/2032	-	-	24,878.75	24,878.75	-	24,878.75	-
02/01/2033	235,000.00	1.600%	24,878.75	259,878.75	-	259,878.75	284,757.50
08/01/2033	-	-	22,998.75	22,998.75	-	22,998.75	-
02/01/2034	235,000.00	1.700%	22,998.75	257,998.75	-	257,998.75	280,997.50
08/01/2034	-	-	21,001.25	21,001.25	-	21,001.25	-
02/01/2035	240,000.00	1.800%	21,001.25	261,001.25	-	261,001.25	282,002.50
08/01/2035	-	-	18,841.25	18,841.25	-	18,841.25	-
02/01/2036	245,000.00	1.850%	18,841.25	263,841.25	-	263,841.25	282,682.50
08/01/2036	-	-	16,575.00	16,575.00	-	16,575.00	-
02/01/2037	250,000.00	1.900%	16,575.00	266,575.00	-	266,575.00	283,150.00
08/01/2037	-	-	14,200.00	14,200.00	-	14,200.00	-
02/01/2038	255,000.00	1.950%	14,200.00	269,200.00	-	269,200.00	283,400.00
08/01/2038	-	-	11,713.75	11,713.75	-	11,713.75	-
02/01/2039	260,000.00	2.050%	11,713.75	271,713.75	-	271,713.75	283,427.50
08/01/2039	-	-	9,048.75	9,048.75	-	9,048.75	-
02/01/2040	265,000.00	2.150%	9,048.75	274,048.75	-	274,048.75	283,097.50
08/01/2040	-	-	6,200.00	6,200.00	-	6,200.00	-
02/01/2041	270,000.00	2.250%	6,200.00	276,200.00	-	276,200.00	282,400.00
08/01/2041	-	-	3,162.50	3,162.50	-	3,162.50	-
02/01/2042	275,000.00	2.300%	3,162.50	278,162.50	-	278,162.50	281,325.00
Total	\$4,705,000.00	-	\$990,292.08	\$5,695,292.08	(42,609.58)	\$5,652,682.50	-



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1852	Version:	1	Name:	Approving Resolution for Plan and issuance of Bonds, Series 2021B
Type:	Agenda Item	Status:		Status:	Finance
File created:	5/4/2021	In control:		In control:	City Council
On agenda:	5/10/2021	Final action:		Final action:	
Title:	Consider approving a resolution adopting a Five-Year Capital Improvement Plan and providing preliminary approval for the issuance of bonds.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	GR - RESOLUTION APPROVING CIP PLAN				

Date	Ver.	Action By	Action	Result
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Consider approving a resolution adopting a Five-Year Capital Improvement Plan and providing preliminary approval for the issuance of bonds.

Background Information:

Pursuant to Minnesota Statutes, Section 475.521, cities are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements. The City may issue general obligation bonds to finance the costs of capital improvements described in the capital improvement plan. A Public Hearing on the Five-Year Capital Improvement Plan for 2021-2025 was held on May 10, 2021 (tonight). After conducting the Public Hearing, the Council may take action to adopt the Five-Year Plan and authorize the issuance and sale of General Obligation Improvement Plan Bonds in a maximum principal amount of \$4,800,000 for the acquisition, construction, improvements and equipping of a new fire hall in the City.

Staff Recommendation:

Staff recommends approving a resolution adopting a Five-Year Capital Improvement Plan and providing preliminary approval for the issuance of bonds.

Requested City Council Action

Make a motion approving a resolution adopting a Five-Year Capital Improvement Plan and providing preliminary approval for the issuance of bonds in a maximum principal amount of \$4,800,000 for the acquisition, construction, improvements and equipping of a new fire hall in the City.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PLAN AND
PROVIDING PRELIMINARY APPROVAL FOR THE ISSUANCE
OF BONDS THEREUNDER**

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

Section 1. Background.

1.01. Pursuant to Minnesota Statutes, Section 475.521, as amended (the “Act”), cities are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements. Pursuant to the Act, the City may issue general obligation bonds to finance the costs of capital improvements described in the capital improvement plan.

1.02. Before the approval of the capital improvement plan and the issuance of any bonds under the Act, the City is required to hold a public hearing on the capital improvement plan and the issuance of bonds thereunder.

1.03. The City has caused to be prepared the 2021 through 2025 Five-Year Capital Improvement Plan for the Issuance of General Obligation Bonds for the City of Grand Rapids, Minnesota (the “Plan”).

1.04. On the date hereof, the Council conducted a duly noticed public hearing regarding adoption of the Plan pursuant to the requirements of the Act and the issuance of general obligation bonds in one or more series thereunder in order to finance a portion of the capital improvements identified in the Plan including the acquisition, construction, improvements and equipping of a new fire hall in the City.

1.05. The City has determined that it is in the best interests of the City to authorize the issuance and sale of general obligation capital improvement plan bonds in one or more series pursuant to the Act in a maximum principal amount of \$4,800,000 (the “Bonds”).

1.06. In considering the Plan, the Council has considered for each project and for the overall Capital Improvement Plan:

1. the condition of the City’s existing infrastructure, including the projected need for repair and replacement;
2. the likely demand for the improvement;
3. the estimated cost of the improvement;
4. the available public resources;
5. the level of overlapping debt in the City;
6. the relative benefits and costs of alternative uses of the funds;
7. operating costs of the proposed improvements; and
8. alternatives for providing services more efficiently through shared facilities with other local government units.

Section 2. Plan Approved; Bonds Authorized.

2.01 The Council finds that the Plan will provide for certain capital improvements, which serves the interest of the City as a whole. The Plan is hereby approved.

2.02 City staff are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Plan in accordance with any applicable laws and regulations, subject to the contingency in Section 2.03 below.

2.03 The City gives preliminary approval to the issuance of the Bonds in the maximum principal amount of \$4,800,000, provided that if a petition requesting a vote on issuance of the Bonds, signed by voters equal to five percent (5%) of the votes cast in the last general election, is filed with City Clerk within thirty (30) days after the date of the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election. The authorization to issue the Bonds is subject to expiration of the 30-day period without the City's receipt of a qualified petition under the Act, or if a qualified petition is filed, upon the approving vote of a majority of the voters voting on the question of issuance of the Bonds.

Approved by the City Council of the City of Grand Rapids, Minnesota, this 10th day of May, 2021.

Mayor

Attest:

City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1854 **Version:** 1 **Name:** Abatement Bond Resolution
Type: Agenda Item **Status:** Finance
File created: 5/4/2021 **In control:** City Council
On agenda: 5/10/2021 **Final action:**
Title: Consider adopting a resolution approving Property Tax Abatement related to Public Improvements in the City of Grand Rapids.
Sponsors:
Indexes:
Code sections:
Attachments: [Grand Rapids GO 21 ABATEMENT RESOLUTION](#)
[Abatement Cashflow 4.2.2021](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving Property Tax Abatement related to Public Improvements in the City of Grand Rapids.

Background Information:

Pursuant to Section 469.1813, subdivision 1, the City may grant an abatement of all or a portion of the taxes imposed by the City on a parcel to pay for all or part of the cost of acquisition or construction of public infrastructure, whether or not located on or adjacent to the parcel for which the tax is abated. The Abatement Property is not located in a tax increment financing district.

The City intends to issue Abatement Bonds to finance public improvements consisting of the construction and improvements of Phase 2 of the Grand Rapids/Cohasset connection trail along Hwy 2 in the approximate aggregate principal amount of \$1,600,000.

Abatement Property is identified as: 91-029-2201.

Staff Recommendation:

Staff recommends making a motion adopting a resolution approving Property Tax Abatement related to Public Improvements in the City of Grand Rapids for the acquisition and construction of Phase 2 of the Grand Rapids/Cohasset connection trail along Hwy 2.

Requested City Council Action

Make a motion adopting a resolution approving Property Tax Abatement related to Public Improvements in the City of Grand Rapids for the acquisition and construction of Phase 2 of the Grand Rapids/Cohasset connection trail along Hwy 2.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING PROPERTY TAX ABATEMENT
RELATED TO PUBLIC IMPROVEMENTS IN THE CITY OF
GRAND RAPIDS**

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

Section 1. Recitals.

1.01. The City has contemplated granting a property tax abatement in order to help finance certain public improvements consisting of the acquisition and construction of Phase 2 of the Grand Rapids/Cohasset connection trail along County Road 63 (the “Project”), which will benefit certain property in the City, all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Act”).

1.02. Pursuant to Section 469.1813, subdivision 1 of the Act, the City may grant an abatement of all or a portion of the taxes imposed by the City on a parcel of property to pay for all or part of the cost of acquisition or construction of public infrastructure, whether or not located on or adjacent to the parcel for which the tax is abated. The Abatement Property is not located in a tax increment financing district.

1.03. The City has one parcel located in the City, identified in EXHIBIT A hereto (the “Abatement Property”), which will be benefitted by the Project and from which the City proposes to abate a portion of the City’s share of taxes to help finance the Project, subject to all the terms and conditions of this resolution.

1.04. The City intends to issue one or more series of general obligation bonds, a portion of which will be designated as tax abatement bonds in the approximate aggregate principal amount of \$1,600,000 (the “Abatement Bonds”) and will be issued to pay the costs of the Project pursuant to the Act and are expected to be paid primarily through the collection of Abatement revenues (as defined herein).

1.05. On the date hereof, the Council conducted a duly noticed public hearing on the Abatement at which the views of all interested persons were heard.

Section 2. Findings.

2.01. It is hereby found and determined that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement, because the Abatement will help finance the Project, which is necessary to provide certain public infrastructure in the City, help provide access to services and additional recreation options 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.

2.02. The benefits to the City from the Abatements will be at least equal to the costs to the City of the Abatements.

2.03. It is hereby found and determined that the Abatement is in the public interest for the reasons described in Section 2.01 hereof.

Section 3. Actions Ratified; Abatement Approved.

3.01. The Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this resolution in accordance with the Act.

3.02. Subject to the provisions of the Act, the Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The term "Abatement" means the City's share of the real property taxes generated from the improvements on the Abatement Property, in the amounts described in this Section:

(i) The aggregate Abatement paid by the City during the term of this resolution will not exceed the amount necessary to pay up to 105% of the principal of and all or a portion of the interest on the Abatement Bonds, up to a maximum of \$1,600,000.

(ii) Notwithstanding anything to the contrary herein, the Abatement payable on any August 1 and subsequent February 1, combined, will not exceed the amount produced by extending the City's total tax rate for the applicable year against the tax capacity of the Abatement Property, as of January 2 in the prior year.

(iii) In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the Abatement, together with all other abatements approved by the City under the Act and paid in that year, exceed the greater of 10% of the City's net tax capacity for that year or \$200,000 (the "Abatement Volume Cap"). The City may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatements under this resolution.

(b) The City will pay the Abatement in semiannual installments over a period of 20 years each February 1 and August 1, estimated to commence August 1, 2022, and continue through February 1, 2042 or such other dates that correspond to the payment of debt service on the Abatement Bonds over a period not to exceed 20 years, provided that either Itasca County or the Grand Rapids Independent School District decline to participate in the abatement. The City will pay the Abatement solely to finance the cost of the Project, through application of Abatement amounts toward debt service payments on the Abatement Bonds (including any bonds issued to refund the initial Abatement Bonds).

(c) This resolution may be modified only with the prior written approval of the City, and any modification is subject to Section 469.1813, subdivision 7 of the Act.

(d) In accordance with Section 469.1815 of the Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this resolution.

3.03. The Mayor and City Administrator are authorized and directed to execute and deliver any agreements, certificates or other documents that the City determines are necessary to implement this resolution.

Approved by the City Council of the City of Grand Rapids, Minnesota, this 10th day of May 2021.

Mayor

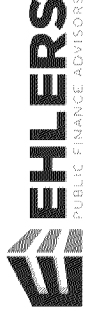
Attest:

City Clerk

EXHIBIT A

ABATEMENT PROPERTY

Parcel Identification Number: 91-029-2201



Cohasset Trail Abatement Phase II - No Inflation

City of Grand Rapids, MN

City Abatement for development of Phase II of the Cohasset Trail

ASSUMPTIONS AND RATES

District Type:	Abatement	Current Total Local Tax Rate:	168.772%	Pay 2021
First Year Construction or Inflation on Value	2020	Current City Tax Rate	84.0860%	Pay 2021
Initiation Rate - Every Year:	0.00%	Current County Tax Rate	62.7700%	Pay 2021
Interest Rate	1.70%	Current School District No. 318 Tax Rate	21.6350%	Pay 2021
		Current Other Tax Rate	0.2810%	Pay 2021
Present Value Date:	1-Aug-21	State-wide Tax Rate (Comm./Ind. only used for total taxes)	35.9780%	Pay 2021
First Period Ending	1-Feb-22	Market Value Tax Rate (Used for total taxes)	0.12169%	Pay 2021
Cashflow Assumes First Abatement Assumes Last Year of Abatement	2022 2041			
Fiscal Disparities Election (Inside, Outside or NA)	Inside			
Incremental or Total Fiscal Disparities	Incremental	Exempt Class Rate (Exempt)	0.00%	
Fiscal Disparities Contribution Ratio	22.629%	Commercial Industrial Preferred Class Rate (C/I Pref.)	1.50%	
Fiscal Disparities Metro-Wide Tax Rate	172.285%	First	2.00%	
		Over	2.00%	
Term of City Abatement	20	Commercial Industrial Class Rate (C/I)	1.25%	
Term of County Abatement	0	Rental Housing Class Rate (Rental)	0.75%	
Term of School District Abatement	0	Affordable Rental Housing Class Rate (Aff. Rental)	1.25%	
		Non-Homestead Residential (Non-H Res.)	1.00%	
		First	1.25%	
		Over	1.00%	
Total Years of Abatement:	318	Agricultural Non-Homestead	1.00%	
	20			

BASE VALUE INFORMATION (Original Tax Capacity)

Map #	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Tax Capacity	Conversion	Class After Conversion	After Conversion Orig. Tax Cap.	Area/Phase
91-029-2201		Grand Itasca Clinic & Hospital		404,400	14,344,500	14,748,900	50%	7,374,450	Pay 2020	C/I Pref.	146,739		Captured	-	1
91-030-1102		Grand Itasca Clinic & Hospital		259,800	8,964,400	9,224,200	0%	0	Pay 2021	C/I	0		Captured	-	1
				664,200	23,308,900	23,973,100		7,374,450			146,739			0	

Note:

1. Base values are based on review of County website on March 12, 2021.
2. Located in ISD No. 318.



Cohasset Trail Abatement Phase II - No Inflation

 City of Grand Rapids, MN

 City Abatement for development of Phase II of the Cohasset Trail

PROJECT INFORMATION (Project Tax Capacity)										
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Sq. Ft./Units	Market Value	Property Tax Class	Project Tax Capacity	Percentage Completed	Percentage Completed	First Year Full Taxes Payable
1	91-029-2201	-	-	-	7,374,450	C/I Pref.	146,739	100%	100%	2022
1	91-030-1102	-	-	-	0	C/I	0	100%	100%	2022
TOTAL					7,374,450		146,739			
Subtotal Residential				0	0		0			
Subtotal Commercial/Ind.				0	7,374,450		146,739			

Note:

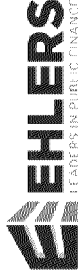
1. Market values are based upon review of County website on March 12, 2021.

TAX CALCULATIONS									
	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Property Taxes	Local Tax Capacity	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
New Use									
91-029-2201	146,739	33,205	197,614	113,534	57,207	52,254	8,974	310,049	0
91-030-1102	0	0	0	0	0	0	0	0	0
TOTAL	146,739	33,205	197,614	113,534	57,207	52,254	8,974	310,049	

Note:

1. Taxes and abatement will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM ABATEMENT?	
Total Property Taxes	310,049
less State-wide Taxes	(52,254)
less Fiscal Disp. Adj.	(57,207)
less Market Value Taxes	(8,974)
less Small Taxing Jurisdiction Taxes	(319)
less Base Value Taxes	0
Annual Gross Maximum Tax Abatement	191,295



Cohasset Trail Abatement Phase II - No Inflation

City of Grand Rapids, MN

City Abatement for development of Phase II of the Cohasset Trail

Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Combined City, County, & School Tax Rate	Maximum Annual Gross Tax Abatement	100% City		100% County		100% School		PERIOD ENDING Yrs.	Tax Year	Payment Date
						Semi Annual Gross Tax Abatement	w/ Tax Rate	Abatement w/ Tax Rate	Abatement w/ Tax Rate	Semi Annual Net Tax Abatement	Semi-Annual Present Value			
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	0.5	2022	08/01/22
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	1	2022	02/01/23
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	1.5	2023	08/01/23
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	2	2023	02/01/24
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	2.5	2024	08/01/24
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	3	2024	02/01/25
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	3.5	2025	08/01/25
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	4	2025	02/01/26
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	4.5	2026	08/01/26
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	5	2026	02/01/27
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	5.5	2027	08/01/27
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	6	2027	02/01/28
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	6.5	2028	08/01/28
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	7	2028	02/01/29
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	7.5	2029	08/01/29
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	8	2029	02/01/30
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	8.5	2030	08/01/30
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	9	2030	02/01/31
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	9.5	2031	08/01/31
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	10	2031	02/01/32
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	10.5	2032	08/01/32
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	11	2032	02/01/33
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	11.5	2033	08/01/33
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	12	2033	02/01/34
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	12.5	2034	08/01/34
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	13	2034	02/01/35
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	13.5	2035	08/01/35
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	14	2035	02/01/36
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	14.5	2036	08/01/36
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	15	2036	02/01/37
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	15.5	2037	08/01/37
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	16	2037	02/01/38
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	16.5	2038	08/01/38
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	17	2038	02/01/39
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	17.5	2039	08/01/39
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	18	2039	02/01/40
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	18.5	2040	08/01/40
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	19	2040	02/01/41
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	19.5	2041	08/01/41
146,739	-	(33,205)	113,534	168%	191,295	95,647	47,733	-	-	47,733	47,733	20	2041	02/01/42
Total				1.70%	3,825,892	1,909,324	1,909,324	-	-	1,909,324	1,599,259			
Present Value From 08/01/2021					3,204,585	1,599,259	1,599,259	-	-	1,599,259	1,599,259			



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1862	Version:	1	Name:	Resolution providing for the sale of Bond Series, 2021B
Type:	Agenda Item	Status:		Status:	Finance
File created:	5/5/2021	In control:		In control:	City Council
On agenda:	5/10/2021	Final action:		Final action:	
Title:	Consider adopting a resolution providing for the sale of \$6,255,000 General Obligation Bonds, Series 2021B.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	call resolution 5 10 21 Presale Report.Grand Rapids.2021B				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution providing for the sale of \$6,255,000 General Obligation Bonds, Series 2021B.

Background Information:

A Public Hearing for review and proposed adoption of the Amended Five-Year Capital Improvement Plan and Property Tax Abatement and Issuance of General Obligation Bonds related to Public Improvements in the City of Grand Rapids was held May 10, 2021 (tonight). After conducting the Public Hearing, the Council may take action to approve a resolution providing for the sale of \$6,255,000 General Obligation Bonds, Series 2021B, to finance improvements to the City's Fire Hall and construction of phase 2 of the Grand Rapids/Cohasset trail connection project in the City.

Staff Recommendation:

Staff recommends adopting a resolution providing for the sale of \$6,255,000 General Obligation Bonds, Series 2021B.

Requested City Council Action

Make a motion adopting a resolution providing for the sale of \$6,255,000 General Obligation Bonds, Series 2021B.

Resolution No. _____

Councilmember _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$6,255,000 General Obligation Bonds, Series 2021B**

- A. WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$6,255,000 General Obligation Bonds, Series 2021B (the "Bonds"), to finance improvements to the City's Fire Hall and construction of phase II of the Cohasset Trail project in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 5:00 PM on June 14, 2021, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 10th day of May 2021.

City Clerk

May 10, 2021
Pre-Sale 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

Advisors:

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

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$6,255,000 General Obligation Bonds, Series 2021B

Purposes:

The proposed issue includes financing for the following purposes:

- Capital Improvements to the City's Fire Hall. Debt service will be paid from ad valorem property taxes.
- Tax Abatement for construction of phase II of the Cohasset Trail project. Debt service will be paid from City tax abatement revenues from a portion of parcel number 91-029-2201.

Authority:

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

- 469 - Tax Abatement Authority: Allows the issuance of general obligation tax abatement bonds after a public hearing approving the tax abatement. The amount of property taxes abated in any year for the Bonds, together with any outstanding annual abatements, may not exceed 10% of the City's net tax capacity or \$200,000, whichever is greater.
- 475 - Capital Improvement Plan Bonding Authority: Allows the issuance of general obligation bonds after a public hearing and 30-day reverse referendum period. The CIP portion of the Bonds count against the Net Debt Limit of 3% of the estimated market value of taxable property in the City.

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

Term/Call Feature:

The Bonds are being issued for a term of 20 years. Principal on the Bonds will be due on February 1 in the years 2023 through 2042. Interest is payable every six months beginning February 1, 2022.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2030 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

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

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

Basis for Recommendation:

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

Method of Sale/Placement:

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

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

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

Premium Pricing:

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

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

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

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

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

Continuing Disclosure:

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

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Bonds with an arbitrage expert in order to utilize one or more of the exceptions listed above.

Investment of Bond Proceeds:

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

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Kennedy & Graven, Chartered

Paying Agent: U.S. Bank National Association

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

Summary:

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

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

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

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	May 10, 2021
Conference with Rating Agency:	Week of May 24, 2021
Due Diligence Call to review Official Statement:	Week of May 31, 2021
Distribute Official Statement:	Week of May 31, 2021
City Council Meeting to Award Sale of the Bonds:	June 14, 2021
Estimated Closing Date:	July 1, 2021

Attachments

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

EHLERS' CONTACTS

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

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

City of Grand Rapids, Minnesota

\$6,255,000 General Obligation Bonds, Series 2021B

Issue Summary - 20 Years All Projects

Assumes Current Market BQ AA- Rates plus 15bps

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
Total Sources	\$4,705,000.00	\$1,550,000.00	\$6,255,000.00
Uses Of Funds			
Total Underwriter's Discount (1.200%)	56,460.00	18,600.00	75,060.00
Costs of Issuance	49,645.09	16,354.91	66,000.00
Deposit to Capitalized Interest (CIF) Fund	42,609.58	14,017.50	56,627.08
Deposit to Project Construction Fund	4,554,215.00	1,500,000.00	6,054,215.00
Rounding Amount	2,070.33	1,027.59	3,097.92
Total Uses	\$4,705,000.00	\$1,550,000.00	\$6,255,000.00

City of Grand Rapids, Minnesota

\$6,255,000 General Obligation Bonds, Series 2021B

Issue Summary - 20 Years All Projects

Assumes Current Market BQ AA- Rates plus 15bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/01/2021	-	-	-	-	-
02/01/2022	-	-	56,627.08	56,627.08	56,627.08
08/01/2022	-	-	48,537.50	48,537.50	-
02/01/2023	280,000.00	0.450%	48,537.50	328,537.50	377,075.00
08/01/2023	-	-	47,907.50	47,907.50	-
02/01/2024	280,000.00	0.600%	47,907.50	327,907.50	375,815.00
08/01/2024	-	-	47,067.50	47,067.50	-
02/01/2025	280,000.00	0.750%	47,067.50	327,067.50	374,135.00
08/01/2025	-	-	46,017.50	46,017.50	-
02/01/2026	285,000.00	0.850%	46,017.50	331,017.50	377,035.00
08/01/2026	-	-	44,806.25	44,806.25	-
02/01/2027	285,000.00	1.050%	44,806.25	329,806.25	374,612.50
08/01/2027	-	-	43,310.00	43,310.00	-
02/01/2028	285,000.00	1.150%	43,310.00	328,310.00	371,620.00
08/01/2028	-	-	41,671.25	41,671.25	-
02/01/2029	295,000.00	1.300%	41,671.25	336,671.25	378,342.50
08/01/2029	-	-	39,753.75	39,753.75	-
02/01/2030	300,000.00	1.400%	39,753.75	339,753.75	379,507.50
08/01/2030	-	-	37,653.75	37,653.75	-
02/01/2031	300,000.00	1.500%	37,653.75	337,653.75	375,307.50
08/01/2031	-	-	35,403.75	35,403.75	-
02/01/2032	305,000.00	1.550%	35,403.75	340,403.75	375,807.50
08/01/2032	-	-	33,040.00	33,040.00	-
02/01/2033	310,000.00	1.600%	33,040.00	343,040.00	376,080.00
08/01/2033	-	-	30,560.00	30,560.00	-
02/01/2034	315,000.00	1.700%	30,560.00	345,560.00	376,120.00
08/01/2034	-	-	27,882.50	27,882.50	-
02/01/2035	320,000.00	1.800%	27,882.50	347,882.50	375,765.00
08/01/2035	-	-	25,002.50	25,002.50	-
02/01/2036	325,000.00	1.850%	25,002.50	350,002.50	375,005.00
08/01/2036	-	-	21,996.25	21,996.25	-
02/01/2037	330,000.00	1.900%	21,996.25	351,996.25	373,992.50
08/01/2037	-	-	18,861.25	18,861.25	-
02/01/2038	340,000.00	1.950%	18,861.25	358,861.25	377,722.50
08/01/2038	-	-	15,546.25	15,546.25	-
02/01/2039	345,000.00	2.050%	15,546.25	360,546.25	376,092.50
08/01/2039	-	-	12,010.00	12,010.00	-
02/01/2040	350,000.00	2.150%	12,010.00	362,010.00	374,020.00
08/01/2040	-	-	8,247.50	8,247.50	-
02/01/2041	360,000.00	2.250%	8,247.50	368,247.50	376,495.00
08/01/2041	-	-	4,197.50	4,197.50	-
02/01/2042	365,000.00	2.300%	4,197.50	369,197.50	373,395.00
Total	\$6,255,000.00	-	\$1,315,572.08	\$7,570,572.08	-

Yield Statistics

Bond Year Dollars	\$72,413.75
Average Life	11.577 Years
Average Coupon	1.8167435%
Net Interest Cost (NIC)	1.9203978%
True Interest Cost (TIC)	1.9174913%
Bond Yield for Arbitrage Purposes	1.7995551%
All Inclusive Cost (AIC)	2.0228206%

IRS Form 8038

Net Interest Cost	1.8167435%
Weighted Average Maturity	11.577 Years

2021B GO Bonds - PreSaleR | Issue Summary | 4/21/2021 | 12:25 PM



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	-	-	42,609.58	42,609.58	(42,609.58)	-	-
02/01/2023	210,000.00	0.450%	73,045.00	283,045.00	-	283,045.00	297,197.25
02/01/2024	210,000.00	0.600%	72,100.00	282,100.00	-	282,100.00	296,205.00
02/01/2025	210,000.00	0.750%	70,840.00	280,840.00	-	280,840.00	294,882.00
02/01/2026	215,000.00	0.850%	69,265.00	284,265.00	-	284,265.00	298,478.25
02/01/2027	215,000.00	1.050%	67,437.50	282,437.50	-	282,437.50	296,559.38
02/01/2028	215,000.00	1.150%	65,180.00	280,180.00	-	280,180.00	294,189.00
02/01/2029	220,000.00	1.300%	62,707.50	282,707.50	-	282,707.50	296,842.88
02/01/2030	225,000.00	1.400%	59,847.50	284,847.50	-	284,847.50	299,089.88
02/01/2031	225,000.00	1.500%	56,697.50	281,697.50	-	281,697.50	295,782.38
02/01/2032	230,000.00	1.550%	53,322.50	283,322.50	-	283,322.50	297,488.63
02/01/2033	235,000.00	1.600%	49,757.50	284,757.50	-	284,757.50	298,995.38
02/01/2034	235,000.00	1.700%	45,997.50	280,997.50	-	280,997.50	295,047.38
02/01/2035	240,000.00	1.800%	42,002.50	282,002.50	-	282,002.50	296,102.63
02/01/2036	245,000.00	1.850%	37,682.50	282,682.50	-	282,682.50	296,816.63
02/01/2037	250,000.00	1.900%	33,150.00	283,150.00	-	283,150.00	297,307.50
02/01/2038	255,000.00	1.950%	28,400.00	283,400.00	-	283,400.00	297,570.00
02/01/2039	260,000.00	2.050%	23,427.50	283,427.50	-	283,427.50	297,598.88
02/01/2040	265,000.00	2.150%	18,097.50	283,097.50	-	283,097.50	297,252.38
02/01/2041	270,000.00	2.250%	12,400.00	282,400.00	-	282,400.00	296,520.00
02/01/2042	275,000.00	2.300%	6,325.00	281,325.00	-	281,325.00	295,391.25
Total	\$4,705,000.00	-	\$990,292.08	\$5,695,292.08	(42,609.58)	\$5,652,682.50	\$5,935,316.63

Significant Dates

Dated	7/01/2021
First Coupon Date	2/01/2022

Yield Statistics

Bond Year Dollars	\$54,499.58
Average Life	11.583 Years
Average Coupon	1.8170636%
Net Interest Cost (NIC)	1.9206607%
True Interest Cost (TIC)	1.9177619%
Bond Yield for Arbitrage Purposes	1.7995551%
All Inclusive Cost (AIC)	2.0230396%

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
02/01/2022	-	-	14,017.50	14,017.50	(14,017.50)	-	-
02/01/2023	70,000.00	0.450%	24,030.00	94,030.00	-	94,030.00	98,731.50
02/01/2024	70,000.00	0.600%	23,715.00	93,715.00	-	93,715.00	98,400.75
02/01/2025	70,000.00	0.750%	23,295.00	93,295.00	-	93,295.00	97,959.75
02/01/2026	70,000.00	0.850%	22,770.00	92,770.00	-	92,770.00	97,408.50
02/01/2027	70,000.00	1.050%	22,175.00	92,175.00	-	92,175.00	96,783.75
02/01/2028	70,000.00	1.150%	21,440.00	91,440.00	-	91,440.00	96,012.00
02/01/2029	75,000.00	1.300%	20,635.00	95,635.00	-	95,635.00	100,416.75
02/01/2030	75,000.00	1.400%	19,660.00	94,660.00	-	94,660.00	99,393.00
02/01/2031	75,000.00	1.500%	18,610.00	93,610.00	-	93,610.00	98,290.50
02/01/2032	75,000.00	1.550%	17,485.00	92,485.00	-	92,485.00	97,109.25
02/01/2033	75,000.00	1.600%	16,322.50	91,322.50	-	91,322.50	95,888.63
02/01/2034	80,000.00	1.700%	15,122.50	95,122.50	-	95,122.50	99,878.63
02/01/2035	80,000.00	1.800%	13,762.50	93,762.50	-	93,762.50	98,450.63
02/01/2036	80,000.00	1.850%	12,322.50	92,322.50	-	92,322.50	96,938.63
02/01/2037	80,000.00	1.900%	10,842.50	90,842.50	-	90,842.50	95,384.63
02/01/2038	85,000.00	1.950%	9,322.50	94,322.50	-	94,322.50	99,038.63
02/01/2039	85,000.00	2.050%	7,665.00	92,665.00	-	92,665.00	97,298.25
02/01/2040	85,000.00	2.150%	5,922.50	90,922.50	-	90,922.50	95,468.63
02/01/2041	90,000.00	2.250%	4,095.00	94,095.00	-	94,095.00	98,799.75
02/01/2042	90,000.00	2.300%	2,070.00	92,070.00	-	92,070.00	96,673.50
Total	\$1,550,000.00	-	\$325,280.00	\$1,875,280.00	(14,017.50)	\$1,861,262.50	\$1,954,325.63

Significant Dates

Dated	7/01/2021
First Coupon Date	2/01/2022

Yield Statistics

Bond Year Dollars	\$17,914.17
Average Life	11.558 Years
Average Coupon	1.8157696%
Net Interest Cost (NIC)	1.9195981%
True Interest Cost (TIC)	1.9166682%
Bond Yield for Arbitrage Purposes	1.7995551%
All Inclusive Cost (AIC)	2.0221544%

Resolution No. _____

Councilmember _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$6,255,000 General Obligation Bonds, Series 2021B**

- A. WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$6,255,000 General Obligation Bonds, Series 2021B (the "Bonds"), to finance improvements to the City's Fire Hall and construction of phase II of the Cohasset Trail project in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 5:00 PM on June 14, 2021, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 10th day of May 2021.

City Clerk

**CITY OF GRAND RAPIDS
2021 EARLY RETIREMENT INCENTIVE PROGRAM PACKET**

INFORMATION SHEET

The City of Grand Rapids, Minnesota (the City) is implementing the below-described one-time program to provide employees who may be considering retirement an incentive to retire and to subsequently save the City money by reducing budgeted annual salary costs. Participation in the program is voluntary. No eligible employee is obligated to participate nor will any eligible employee be pressured into participating. Further, no employee will be subject to reprisal for applying or not applying for the benefit.

Section 1. Eligibility

Employees who satisfy the following criteria are eligible to apply to participate in the City's Early Retirement Incentive Plan (ERIP):

- a. **Retirement Plan Eligibility.** The employee must be eligible for a retirement annuity from a public retirement plan such as Public Employee Retirement Association (PERA); and
- b. **10 Years Employment with City or Grand Rapids Township.** The employee must have been a regular full-time City or Grand Rapids Township employee for at least 10 years prior to the employee's expected retirement date; and
- c. **Participation in City-sponsored group health insurance plan.** On the date the employee chooses to retire, he or she must be an employee of the City who is participating in a City-sponsored group health insurance plan. Temporary employees, interns, seasonal employees, elected officials and student workers are not eligible.

Section 2. Requirements

In addition to being eligible as provided in Section 1 of the ERIP, employees' participation in the program is conditioned on compliance with the following requirements:

- a. **July 30, 2021 Application Deadline.** A City of Grand Rapids employee must apply for the ERIP by submitting the attached Participation Agreement no later than July 30, 2021; and
- b. **December 31, 2021 Retirement Deadline.** The employee must resign and retire on or before December 31, 2021; and
- c. **Release of Claims.** The employee must execute the attached Release of Claims Agreement and submit the same to the City Administrator on or before the employee's retirement date.

Section 3. Program Benefits

Employees who are eligible and choose to participate in the ERIP (participating employees) will receive \$15,000 annually for five (5) years (60 months). Additionally, employees who retire prior to November 1, 2021 under the ERIP will receive an additional one-time payment of \$3,500. To the extent an employee is eligible for payment under this provision greater than their 2021 annual salary, any amounts in excess of their 2021 annual salary will be paid in the form of a contribution toward their MSRS account.

Participating employees will also be eligible for payment in full for any unused Flexible Time Off (FTO) up to a maximum of 288 hours. A participating employee may elect to use and

exhaust his/her FTO before his/her actual employment termination date up to and including December 31, 2021, subject to the approval of the participating employee's department head.

The ERIP benefits described in this section will be issued to participating employees as consideration for said employees' early retirement and execution of the attached Release of Claims agreement. The benefits described in this section will be issued to participating employees only after said employees have met all the requirements specified in Section 2 above.

Section 4. Retiree Health Coverage Continuation under Minn. Stat. § 471.61, subd. 2b.

A participating employee and his/her dependent(s) who are eligible to receive a retirement annuity from a Minnesota public retirement plan such as PERA (your pension service credit need NOT be exclusively with the City of Grand Rapids) may continue to participate indefinitely in the City's sponsored hospital, medical, and dental insurance group that the employee participated in immediately before retirement, under and limited to the conditions set forth in Minnesota Statutes, section 471.61, subdivision 2b, clauses (a) through (k), which conditions are incorporated herein by reference, provided that the participating employee pays the full premium for such insurance coverage. The City will make no contributions for such employee's retirement health insurance premiums.

Section 5. Program Application

Eligible City employees who are interested in the ERIP will have from the effective date of this program through July 30, 2021 to apply for ERIP by submitting a Participation Agreement and Release of Claims to the City Administrator

Employees eligible for this incentive program must retire on or between July 30, 2021 and December 31, 2021. **Once an employee's Participation Agreement and Release of Claims is received, and following the 15-day rescission period, the retirement date cannot be extended or withdrawn; it must be taken on the date selected by the participating employee, except that said employee may retire sooner with the approval of the participating employee's department head.**

All Early Retirement Incentive Program applications must be submitted in writing to the City Administrator no later than noon on July 30, 2021.

Section 6. Rescission Period

Once the employee signs the Participation Agreement and Release of Claims and submits it to the City Administrator, the employee will have fifteen (15) calendar days from the date the form is submitted to the City Administrator to rescind the election. To rescind the election to participate, an employee must provide written notice to the City Administrator no later than 4:30 p.m. on the last day of the rescission period.

Section 7. Other Considerations

- Consideration of this offer and acceptance thereof are strictly voluntary.
- To accept this offer, an eligible employee must complete and submit the enclosed Participation Agreement to the City Administrator and sign, date, and submit to the City Administrator the enclosed Release of Claims agreement.
- Employees considering this offer are encouraged to consult legal counsel prior to executing the attached Release of Claims agreement.
- Employees that separate employment with the City pursuant to the Early Retirement Incentive Program may not be rehired as a benefit-earning employee.
- The ERIP may be of value to you if you carefully evaluate your individual circumstances and then decide if it is right for you. Every employee's personal situation is unique. Only you can decide if the benefits and advantages of the ERIP offers outweigh any disadvantages of leaving City employment. The City encourages you to take your time to evaluate your circumstances before deciding what is right for you.
- All payments made to participating employees under this plan will be subject to any applicable payroll deductions and withholdings.

Section 8. Notice

In accordance with the Age Discrimination and Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA) and its implementing regulations, 29 C.F.R. §1625.22, notice of the Early Retirement Incentive Program will be provided to all eligible employees at least forty-five days (45) prior to implementation of the program. The notice will:

1. Make available a listing of job titles and ages of all individuals who are eligible for the Program, as well as the individuals who are not eligible.
2. Inform employees that under Minnesota Statute 471.61, subd. 2b, the City must provide former employees, who meet age and service requirements to receive an annuity from a Minnesota pension plan, with the opportunity to elect to continue their medical and dental insurance coverage for an indefinite period of time. The former employee must pay the full cost of the monthly premiums to continue such coverage.
3. Include a copy of this Program document and the Early Retirement Incentive Program Agreement and Waiver.
4. Advise employees to review the Early Retirement Incentive Program Agreement and Waiver with a financial advisor and/or legal counsel of his or her choosing prior to execution of the ERIP Agreement and Waiver.

Adopted by the City Council on [date]

PARTICIPATION AGREEMENT

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

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

- Full unreduced pension on _____ (date).
- Early (reduced) pension on _____ (date)

A. Resignation or Retirement.

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

_____ (date)

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

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

B. Benefits Paid under the Early Retirement Incentive Program.

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

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

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

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

Signature

Date

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

RELEASE OF CLAIMS AGREEMENT

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

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

Article 1. Consideration

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

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

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

Article 2. No Precedent or Past Practice

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

Article 3. No Recall Rights

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

Article 4. Employee Waiver and Release

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

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

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

Article 5. Consideration and Rescission

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

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

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

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

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

Article 6. Amendment, Modification, or Termination

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

Article 7. Entire Agreement

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

Article 8. Binding Effect

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

Article 9. Governing Law and Severability

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

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

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

Article 10. Voluntary and Knowing Action

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

Article 11. Effective Date

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

By: _____
EMPLOYEE

Dated: _____

Accepted on behalf of the City of Grand Rapids

By: _____
Mayor

Dated: _____

By: _____
City Administrator

Dated: _____