



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, January 11, 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, January 11, 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.

ORGANIZATIONAL MEETING

- A. 20-1575 Consider adopting City Council By-Laws
Attachments: City Council By-Laws

- B. 20-1576 Consider designating Mayor Pro-Tem for 2021.

- C. 20-1577 Consider the designation of official newspaper for the City of Grand Rapids.
Attachments: Herald Review - Official Newspaper bid

- D. 20-1578 Consider appointing Council representatives to Boards & Commissions.

- E. 20-1579 Consider appointing representatives to selected agencies.

- F. 21-1584 Consider appointing the financial institutions as depository designations for 2021, and delegate the Finance Director or Finance Designee authorization for electronic funds transfers.

PUBLIC FORUM

COUNCIL REPORTS

APPROVAL OF MINUTES

20-1573 Consider approving Council minutes for Monday, December 21, 2020 Regular meeting.

Attachments: December 21, 2020 Regular Meeting

VERIFIED CLAIMS

21-1593 Consider approving the verified claims for the period December 17, 2020 to January 4, 2021 in the total amount of \$700,497.49.

Attachments: 011121 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. 20-1572 Consider authorizing the Public Works Department to accept the bid for the sale of the 1995 John Deere front end loader to McCoy Construction & Forestry Inc. for \$22,000.00.
Attachments: 95 Loader bid mccoy
2. 20-1574 Consider accepting the resignation from Joshua Adler, Firefighter and promoting Kevin Kubeczko to the position of Firefighter.
Attachments: Joshua Adler Resignation Letter
3. 20-1580 Consider adopting a resolution accepting a donation of \$100.00 from Morris and Sherry Beighley of Cohasset, MN to the Police Department.
Attachments: PD Beighley Donation
4. 20-1582 Consider amending the 2020-2021 Public Works part-time winter maintenance employee list.
5. 21-1583 Consider adopting a resolution approving an operating transfer from the Capital Project Fund-2020 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects.
Attachments: \$32,820 operating transfer from 480to418-Art&Cult
6. 21-1585 Consider approving computer software agreements for 2021 with Harris Computer Systems for \$25,228.80.
7. 21-1587 Consider hiring seasonal part-time employees in the Parks and Recreation Department.
8. 21-1590 Consider approving a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the GPZ Airport
Attachments: US Solar - Grand Rapids - Option to Lease - Execution Version

9. [21-1592](#) Consider approval of a Subordination Agreement with Huso Management, LLC, Kenneth and Pamela Spangler and Woodland Bank.
Attachments: [Subordination Agreement Huso SCDP](#)
10. [21-1594](#) Consider entering into an Agreement with Grand Itasca Clinic and Hospital for Sports Medicine Services.
Attachments: [Grand Itasca Sports Medicine Agreement 2021](#)
11. [21-1595](#) Consider amending the City of Grand Rapids Computer/Technology Use Policy.
Attachments: [Computer-Technology Use Policy - DRAFT 1-7-2021.pdf](#)
12. [21-1596](#) Consider entering into an agreement with PATROL (Peace Officer Accredited Training Online) and the League of Minnesota Cities Insurance Trust (LMCIT) for 2021, which will be automatically renewed each year on January 1.
Attachments: [PATROL ONLINE](#)
13. [21-1599](#) Consider approving a new 3.2 Malt Liquor License and On-Sale Wine license with authorization for strong beer for King's Mongolian Grill, license to expire December 31, 2021.
14. [21-1600](#) Consider a Conflict of Interest Disclosure Form related to State Bond funds received for the IRA Civic Center Project.
Attachments: [Civic Center State Bond Grantee COI Form](#)
15. [21-1601](#) Consider approval of a resolution and Special Appropriation Grant Application for the IRA Civic Center Project.
Attachments: [Civic Center Resolution and Application State Bond](#)

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

16. [21-1611](#) Review and acknowledge minutes for Boards & Commissions.
Attachments: [November 25, 2020 - HRA minutes](#)

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 25, 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

Legislation Details (With Text)

File #: 20-1575 **Version:** 1 **Name:** Council By-Law
Type: Agenda Item **Status:** Organizational Meeting
File created: 12/30/2020 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider adopting City Council By-Laws
Sponsors:
Indexes:
Code sections:
Attachments: [City Council By-Laws](#)

Date	Ver.	Action By	Action	Result
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Consider adopting City Council By-Laws

Background Information:

The Council By-Laws require re-adoption each year. There are currently no recommended changes to Council By-Laws.

Staff Recommendation:

Review current By-Laws, and if acceptable, approve Council By-Laws for 2021.

Requested City Council Action

Make a motion to adopt the City Council By-Laws for 2021 as presented.

PROCEDURE OF THE CITY COUNCIL
OF GRAND RAPIDS, MINNESOTA

(COUNCIL BY-LAWS)

Amended by City Council
Revised – 1/14/2019

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PROCEDURES OF THE CITY COUNCIL
OF GRAND RAPIDS, MINNESOTA

1. **MEETINGS:**

A. **OPEN MEETINGS:**

All Council and Council committee meetings, including special and adjourned meetings, with the exception of closed meetings as defined, shall be open to the public. All meetings and notices of meetings are subject to MN. STAT. 471.705 Minnesota Open Meeting Law.

B. **QUORUM:**

A simple majority (3) of the Council shall constitute a quorum for the valid transaction of any scheduled business to come before the Council.

C. **COUNCIL MEETINGS:**

1. **REGULAR MEETINGS:** The City Council shall meet on the 2nd and 4th Monday of each month at 5:00 p.m., except in December when the meetings will be on the 1st and 2nd Monday.
 - a. Meetings falling on a holiday will be scheduled for Tuesday of that week.
 - b. All meetings, including special, recessed, and continued meetings, shall be held in the City Hall Council Chambers unless otherwise designated.
2. **SPECIAL MEETINGS:** Special meetings of the Council may be called by the Mayor or by any two Council members by written request filed with the City Administrator at least three days before the meeting. The City Clerk shall notify each member of the time, place and purpose of the meeting by written notice, at least one day before the special meeting.
 - a. Special meetings may be held without prior written notice to Council members when:
 - 1) All Council members are present at the meeting that the date and time are set for the special meeting or;
 - 2) Consent in writing or by phone to the City Clerk (consent shall be filed with the Clerk prior to the beginning of the meeting).

3. **COUNCIL WORKSESSION:** A Council Worksession will be a special meeting regularly scheduled from 4:00 p.m. to 5:00 p.m. on the second and fourth Monday of each month unless otherwise scheduled.
4. **CLOSED MEETINGS:** The state open meeting law allows certain matters to be discussed by the Council in a closed meeting.
 - a. **RESOLUTION:** The meeting shall be closed by motion of the Council at a public meeting. The motion shall include the time, place and the nature of the subject to be discussed.
 - b. **NOTICE:** The City Clerk shall give advance notice of a closed meeting in the same manner as advance notice of other Council meetings.
 1. If the closed meeting is held during other meetings of the Council, the notice will state the approximate time that the closed meeting is scheduled.
 2. If a meeting must be held under urgent or emergency circumstances which make it impractical to give the customary advance notice, the City Clerk shall make a reasonable, good faith effort to give advance notice to the local news media by other means.
 - c. **SCHEDULE:** If the meeting is held on the same day as a regular Council meeting, it shall be scheduled prior to or immediately following the regular worksession or meeting, whichever is suitable at time of scheduling.
 - d. **ATTENDANCE:** Shall be limited to Council members, the City Attorney (s), City Administrator, and other resource persons designated by the Council, Administrator and/or City Attorney and approved by the Council. A written roll of all persons present at the closed meeting shall be made available to the public after the closed meeting.
 - e. **CLOSED MEETING TO DISCUSS LITIGATION:** The City Attorney shall make a reasonable effort to informally convey information to the news media regarding the subject matter of the meeting.
 - f. **CLOSED MEETING TO DISCUSS STRATEGY FOR LABOR NEGOTIATIONS:** The proceedings at the closed meetings shall be recorded at the expense of the governing body and shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body.

a. **MINUTES OF CLOSED MEETINGS:**

1. Minutes for Litigation Matters. Minutes will be prepared, listing persons attending the meeting and the discussion during the meeting. The minutes shall be retained by the attorney for the City and available for Council member review until:

- a) The earliest date when the City Attorney determines that public disclosure would no longer impair the public interest;
- b) All matters discussed have become part of public record;
- c) The matter in controversy is concluded; or
- d) When a majority of the entire City Council approves release of the minutes.

2. Minutes to discuss strategy for labor negotiations. A closed meeting for labor negotiations can also be recorded, and be considered as private data until one of the above (a-d) has been determined. The recording will be kept on file by the Clerk.

5. **ORGANIZATIONAL MEETING:** The Council shall conduct an Organizational Meeting concurrent with the first Regular Council Meeting in January of each year, to:

- a. Adopt Council By-Laws.
- b. Appoint the Mayor Pro-Tem.
- c. Designate the depositories of City funds.
- d. Designate the official newspaper.
- e. Mayoral Appointment and Council approval (Appendix D)
 - Economic Development Authority
 - Civic Center/Park & Recreation Advisory Board
 - Housing and Redevelopment AuthorityCouncil appointments (Appendix C)
 - Public Utilities Commission
 - Grand Rapids Cable Commission
- f. Appoint Special Council representatives.
 - Coalition of Greater Minnesota Cities
 - City/County Committee
 - Western Mesabe Mine Pit Board
 - Range Association of Municipalities & Schools

 - League of Minnesota Cities
 - Natural Gas Joint Powers Board

D. PRESIDING OFFICER:

1. The Mayor shall preside at all meetings of the Council.
2. In the absence of the Mayor the Mayor Pro-Tem shall preside.
3. In the absence of the Mayor and the Mayor Pro-Tem the Clerk shall call the meeting to order. The first order of business shall be to select a presiding officer. The Clerk shall preside until the Council members present choose a member to act as presiding officer.
4. The presiding officer shall preserve order, enforce the rules of procedure and determine without debate all questions of procedure and order, subject to the final decision of the Council on an appeal.
5. The presiding officer may make motions, second motions or speak on any questions, except that on demand of any Council member he/she shall vacate the chair and designate a Council member to preside temporarily.
6. Any member may appeal to the full Council a ruling of the presiding officer.
 - a. If the appeal is seconded, the member may speak once solely on the question involved and the presiding officer may explain his/her ruling, but no other Council member shall participate in the discussion.
 - b. The appeal shall be sustained if it is approved by a majority of the members present exclusive of the presiding officer.

E. VOTING:

1. The votes of the Council will be taken by voice vote.
2. Votes will be considered unanimous unless otherwise noted.
3. Council members may ask for a roll call vote by the Clerk on any motion or resolution.
4. The Clerk shall ask for a verification roll call if the vote of a Council member is not clear on a voice vote.
5. A majority vote of all Council members shall be necessary for approval of any ordinance unless a larger majority is required by Minnesota State Statute. Except, as otherwise provided by Statutes, a majority vote of a quorum shall prevail in all other cases.

- F. **RULES OF ORDER:** The proceedings of the Council shall be conducted in accordance with Appendix A – Simplified Rules and Section 1 D-6.
- G. **MINUTES:**
1. Minutes are the official record of the City Council once approved.
 2.
 - a. The Clerk shall keep permanent electronic minute files to record at length all Ordinances passed by the Council.
 - b. Ordinances, resolutions, and claims need not be recorded in full in the minutes if they appear in other permanent records and can be accurately identified from the description given in the minutes.
 - c. The minutes of each Council meeting shall be kept by a recorder designated by the City Administrator or by the City Clerk in the absence of the City Administrator.
 3. The minute recorder shall not participate in Council discussions except when called upon by the presiding officer.
 4. The minutes of each meeting shall be typed, signed by the Clerk, and copies delivered to each Council member via Council agenda packet when the minutes are placed on the agenda for approval.
 - a. The proceedings of all Regular Council meetings may be recorded. The recording of each meeting shall be clearly marked denoting type of meeting (regular, special, joint for example), date and time. The recording shall be kept in a secure storage area in chronological order and maintained for the length of time required for data storage and maintenance. Access to recordings shall be open to the public but shall be under the supervision of the Administrator's Office and may not be played back on a machine with an erasure feature. Copies of recordings may be made available for a fee as set by the Administrator's Office. (This does not apply to tapes of closed meetings until they are made public as provided in Section I-C 3 subsections 1 & 2).
 - b. At the next regular meeting, following delivery, approval of the minutes shall be considered by the Council.
 - 1) The minutes need not be read aloud.
 - 2) The presiding officer shall call for any additions or corrections.
 - 3) If there is no objection to an addition or correction, it will be made without a vote of the Council.

- 4) If there is an objection, the Council shall vote upon the addition or correction by roll call vote.
 - 5) Council shall take formal action to approve the minutes as distributed and/or amended.
5. Publishing of Minutes. The City Clerk shall prepare a summary of the minutes of each Council meeting for publication after the official minutes are approved by Council with the exception of minutes of closed meetings. The summary shall include formal actions of the Council and at the City Clerk's discretion, Council discussion and department head reports.

H. MEETING SCHEDULE:

1. Each meeting of the Council shall convene at the time and place appointed.
2. Council business shall be conducted in the order of the prepared agenda, unless Council members agree to change the order to accommodate the public.
3. The first regular meeting of the month will typically be scheduled the second Monday of the month at 5:00 p.m.
4. If all business has not been completed the meeting may be continued to another date and time to complete the scheduled agenda without further notice being required.
5. The second regular meeting of the month will typically be scheduled the fourth Monday of the month at 5:00 p.m.
6. Working sessions of the Council will generally be scheduled at 4:00 p.m. on the day of Regular Council Meetings or as deemed necessary by the Council.
7. Public hearings will normally be scheduled at 6:00 p.m. at the Council's discretion.

I. ORDER OF BUSINESS:

1. Call to Order.
2. Call of Roll.
3. Presentations/Proclamations
4. Approval of Minutes.
 5. Approval of Verified Claims
6. Public Forum and Correspondence.
7. Council Reports
8. Consent Agenda.
9. Setting of Regular Agenda
10. Acknowledge receipt of Board/Commission minutes.

11. Civic Center/Park & Recreation
12. Community Development/Economic Development.
13. Engineer.
14. Finance Department
15. Fire Department
16. Grand Rapids Library.
17. Pokegama Golf Course
18. Police Department
19. Public Works.
20. Administration.
21. Public Hearings when scheduled.
22. Adjourn (or Recess)

Notes:

- a. The order of business may be varied by the presiding officer with the consent of the Council.
- b. All public hearings will be conducted at the times scheduled and advertised in the notice of the hearing.
- c. Only by majority approval, and when necessary, will business be acted upon by the Council unless scheduled on the agenda.
- d. Care will be taken to place items of general public concern on the evening agenda.

J. AGENDA:

1. An agenda will be prepared for all Council meetings and Council committee meetings in accordance with provisions of Minnesota Statute 471.705.
2. The agenda for special meetings will be set by the presiding officer, or by the Council members calling that meeting three days prior to the meeting at the time of notice and call or at the time of call for an emergency meeting of the Council.
3. The agenda will clearly describe the subject matter under consideration by the Council and any action required.
4. The City Clerk, City Administrator and/or Mayor shall prepare the agenda for all Council meetings.
5. Requests for action or consideration of an item must be presented to the City Administrator and/or Mayor, no later than noon of the business day Wednesday, prior to the Regular Council meeting.
- 6.. City Council members may place an item (items) on the agenda prior to any meeting, by following step five above.

7. The agenda, along with information material, will be delivered to each Council member, City Attorney and given to all media formally requesting such notice as provided by Minnesota Statute 471.705, on the Thursday preceding the Monday-meeting, or at least three (3) days prior to the Regular Council meeting.

K. CONSENT AGENDAS:

1. A consent agenda allows the Council to consider several items at one time.
2. Only one motion is needed to approve all of the items at one time.
3. An item on the consent agenda shall be removed for consideration by the request of any one Council member, City staff, or the public and put on the regular agenda for discussion and consideration. This statement shall precede the consent agenda on all printed agendas and shall be announced by the presiding officer prior to consideration of the consent agenda.
4. Consent Agendas may be used for approval of the following; except that the City Administrator has the discretion to place other items on the consent agenda if deemed appropriate.

ADMINISTRATION:

- Resolutions supporting projects from other communities when requested by municipal bodies.
- Resolutions to authorize Clerk to publish ordinances in summary.
- Appointment of election judges.
- Approve budgeted equipment purchases.
- Establish Public Hearings

FINANCE:

- Issuance of duplicate checks that have been lost; and waive bond requirements.
- Fund Transfers, as authorized through Budget process.
- Establish Public Hearings.

LICENSES/PERMITS/CONTRACTS:

- Licenses and permits, including temporary 3.2 beer license and special On-Sale liquor permits for events at the IRA Civic Center, Grand Rapids Sports Complex, and Central School.
- Gambling license applications requiring Council action
- Fire Contracts, recreation contracts, dog pound contracts, and miscellaneous yearly contracts.

PERSONNEL:

- Accept resignations and authorize advertisements for replacement of positions.
- Approval of job descriptions, except Department Heads, and authorize advertisement of positions when position has previously been approved by Council.
- Appointment (ratification) of part-time employees if these personnel costs have been included in the budget.

PROJECTS:

- Receive petitions and place on file.
- Establish dates for public hearings. (This includes, but not limited to: improvements, rezoning and vacation requests, bond issues, etc.)
- Approve plans and specifications.
- Authorize advertisement for bids/quotes.
- Award of bids and quotes when Council has previously approved solicitation.
- Receive and file project construction feasibility reports.
- Approve contract change orders.
- Accept projects and approve final estimate payments.

L. **AGENDA MATERIALS:** The Clerk shall make available to the public the agenda material that is presented to the Council. At least one copy of this material shall be available to the public in the Council Chambers and copies provided to the media as requested. Agenda material shall be available to the public by 8:00 a.m. on Friday preceding the regular scheduled meeting at no charge.

M. **ATTENDANCE:**

1. Department Heads may leave the Council Meetings upon completion of their portions of the agenda.
2. Department Heads may not need to attend Council Meetings if they are not requested to do so or if they have no relevant items on the agenda.
3. The Council may, at its discretion, excuse any staff member from attendance at a meeting during their regular working day.

2. **PUBLIC HEARINGS ON IMPROVEMENTS AND ASSESSMENTS:**

A. **GENERAL PROCEDURE:**

1. Opening comments by Mayor.
2. Clerk's statement regarding notices.
3. Mayor opens hearing on proposed improvement or assessment.
4. Engineer describes improvement and/or assessment procedures.
5. General statement of financing.
6. Public comments.
 - a. Those favoring improvements are heard.
 - b. Those opposing improvements are heard.
 - c. If public wishes to be heard, but does not want to speak, paper is to be provided at the Clerk's table which may be used to write their position. These will be read aloud at the conclusion of comments from the floor. Letters received before the hearing will be read by the presiding officer at this time.
7. Formal action by declaration of the presiding officer to close the hearing.
8. Council takes action ordering or abandoning the proposed improvement or in the case of assessments, takes action in regard to the assessments.
9. The Council may continue the public hearing to receive more information and action may then be taken.

B. **RULES FOR PUBLIC PROCEDURE:**

It is the Council's intention that everyone be heard on proposed improvements or assessment hearings. The following procedure will be used for receiving public input.

1. Individual will raise hand, and when recognized by the presiding officer, stand and state their name and address, using the microphone.
2. The person will then state their position and reason for the position. A time limit may be set by Council. No one will be allowed to speak a second time until everyone has been heard once.
3. The person should address all statements and questions to the presiding officer. The presiding officer will then refer any questions that are to be answered by staff, or project proposer.

3. **MAYOR AND COUNCIL APPOINTMENT PROCESS:**

Minnesota Statutes (various) authorize the City Council and Mayor to establish Boards and Commissions to advise the City Council and Mayor or to operate some programs and facilities. These Boards and Commissions are for the purpose of facilitating the orderly conduct of City business and to provide an opportunity to receive public input into the various functions and programs of the City.

The following Boards and Commissions created by the Council, require appointments to be approved by the Council according to Appendix C.

- A. Greater Grand Rapids Cable TV Commission, to provide oversight and review of the Cable TV franchise and to advise the City Council.
- B. Pokegama Golf Course Board, to operate Pokegama Golf Course and to advise the Council on the management of this municipal enterprise. (Municipal Code Chapter 2, Article V, Division 4, Sec. 2.241-2.247).
- C. Human Rights Commission, purpose is to secure for all citizens freedom from discrimination. (added 1-24-05) Municipal Code Chapter 2, Article V, Division 6, Sec. 2.301-2.304).
- D. Library Board, to provide library services to City residents. (Municipal Code Chapter 34, Mn. Statute Chapter 134.07).
- E. Planning Commission, to advise the Council on planning and zoning for the orderly development of Grand Rapids. (Municipal Code Chapter 30, Article II, Sec. 30.31-30.32, Mn. Statute 462.354).
- F. Police Community Advisory Board, to enhance communication between residents, Police Department and the City Council. (Municipal Code Chapter 2, Division 8, Sec. 2-351, Ordinance No. 15-02-02)

- G. Public Utilities Commission, to operate electric, water and sewer service enterprises and to operate certain public buildings. (MN Statute 412.341, and Minnesota Special Laws 1999, Chapter 195, Special Laws 2014, Chapter 224—S.F. No. 2609).
- H. Property Maintenance and Building Codes Board of Appeals to hear appeal's regarding a decision of the code official or notice or order issued under the Property Maintenance or Building Code (Ordinance No.'s 05-02-03 and 05-02-04).
- I. Arts & Culture Commission, to assist Grand Rapids in becoming a community in which arts and culture activities are recognized as vital components of community life; are valued and promoted for their economic benefits; represent an integral part of the communities' educational mission; and cooperate with other community organizations to enhance Grand Rapids' culture identity and quality of life in the community, the surrounding region and beyond.
- J. Joint Natural Gas Board, City Ordinance 12-08-10 authorized Gorhams' Incorporated to develop a natural gas distribution system within the City and a Rate Agreement dated August 13, 2012 formalized having rates regulated by the City under Mn Statutes 216B.02. A Joint Powers Agreement between the City and Harris Township, dated June 12, 2013, established a joint City/Township board to regulated natural gas rates.

APPOINTMENT POLICY: It will be the policy of the City Council to:

1. Offer appointment to the best-qualified citizens to our Boards and Commission.
2. Advertise all vacancies to Boards and Commissions: (This ad should include a brief description of the Board or Commission, time and days of meetings, how often meetings are held, the number of vacancies and any special requirements.)
3. Consider all appointments by the process presented in Appendix C. Board/Commission members who have completed their term are encouraged and eligible to reapply for appointment to their current Board or Commission or to apply for appointment on another Board or Commission to a vacancy on another Board or Commission.
4. All members of the above-mentioned Boards and Commissions shall be residents of the City of Grand Rapids with the following exceptions. For any Board or Commission with a membership of five or less members, one such member may be a non-resident of the City of Grand Rapids unless prohibited by law. For any Board or Commission with a membership of six or more members, no more than two such members may be a non-resident of the City of Grand Rapids, unless otherwise prohibited by law.

(Note: City residency is required unless exempted by State Statutes, City Ordinance, or these by-laws (Appendix B).

5. Provide training and encouragement for active participation in all Board/Commission business through the employment of high quality staff or consultants to support them and to facilitate open communication.
6. Keep all applications active during the year for appointment to vacancies should they occur. The Council reserves the right to appoint any qualified candidates even though they did not apply as a result of an advertisement. There is no implied guarantee of appointment or re-appointment to any Board or Commission.

4. **MAYOR BOARD/COMMISSION APPOINTMENT AND COUNCIL APPROVAL PROCESS:**

Minnesota Statutes (various) authorizes the Mayor to appoint and the Council to approve memberships on various Boards and Commissions created by the Mayor and Council. The following Boards and Commissions, created by the Mayor and Council, require a Mayoral appointment with approval of the Council according to Appendix D.

- A. Economic Development Authority (EDA), to provide a tool for economic stimulation in Grand Rapids. (GR Res. No. 93-130 Mn. Statute 469.090-469.108).
- B. Housing and Redevelopment Authority, to provide affordable housing for all residents. (Mn. Statute Chapter 469).
- C. Civic Center/Park & Recreation Advisory Board, to advise the Council on Recreation and Park programs and facility development. (Municipal Code Chapter 2, Division 3, Sec. 2-181-2.189; Mn. Statute 412.501; 471.15).

Appendix D provides the process by which these appointments will take place.

5. **COUNCIL COMMITTEES:**

- A. The Council may at any time appoint a special or standing committees consisting of no more than two Council members and support staff.
- B. Committee members, excluding staff, will be chosen by consensus of the Mayor and Council based upon interest expressed by individual members. Staff appointments will be made by the Mayor in consultation with the City Administrator.
- C. Council committees may be special (limited) or standing (on-going). Standing committees will be appointed at the annual/organizational meetings.
- D. Council committees are formed to provide Council review, oversight, clarification and information to staff members.
- E. Council committees provide a forum for staff and Council members to share information or new ideas.

- F. Council committees may carry out staff supervision as directed by Council.
- G. Council committees may be established to conduct specific tasks as directed by Council.
- H. Council committees are not to set policy but may make recommendations for policy or procedures to full Council.
- I. Council committee meetings may be called by the Council, committee members, the Mayor, the City Administrator, or at the request of a Department Head, commission, or board chairperson to discuss specific topics.
- J. Council committees shall have a prepared agenda and follow rules of public notification. Each committee will designate a presiding officer and have an agenda prepared at least three (3) days before the meeting.
- K. Council committees shall keep minutes of all meetings. The original shall be filed with the City Clerk. A copy is to be given to the City Administrator and distributed to all Council members. These minutes should include committee name, date, time, location, person calling the meeting, persons present, and a brief summary of topics discussed. City staff will be assigned to record minutes.

6. **COUNCIL REPRESENTATIVES:**

- A. Council representation on various City Boards and Commissions will be determined by consensus of the Mayor and Council based upon interest expressed by individual members.
- B. Council representatives will be determined at the organizational meeting of the Council or when a vacancy occurs.
- C. Council representatives will act as liaison between the Boards and Commissions and the Council.
- D. Council representatives may help interpret previous Council action or policy to the various Boards and Commissions.
- E. Council representatives should bring back to the Council concerns or issues as requested by the Board or Commission and are encouraged to bring issues to the Council's attention, which may be of interest to the Council as a whole.
- F. Council representatives shall be voting members of City Boards and Commissions.

7. **SPECIAL APPOINTMENTS:**

From time to time Councilmembers may be designated to serve as the official representative of the Council on community, regional or statewide boards. These will be determined by consensus of the Council and Mayor based upon interest expressed by individual members. Each appointee is expected to regularly inform the Council of activities and issues of concern to the City.

8. **CONFLICT OF INTEREST STATEMENT:**

With certain exceptions, Minnesota laws forbid any Mayor or Councilmember to have a personal financial interest in or to benefit from the making of any sale, lease or contract with the City.

Exceptions are:

- A. The designation of a bank in which the Mayor or Council member is interested as the official depository for city funds if the official discloses interest;
- B. The designation of an official newspaper in which a City official is interested when it is the only newspaper complying with statutory or charter requirements relating to official publications;
- C. A contract with a cooperative association in which a City official is a shareholder, but not an officer or manager;
- D. A contract for which competitive bids are not required.
- E. A contract with a volunteer fire department for the payment of compensation or retirement benefits to its members.

If however, a Mayor or Council member is simply an employee of a firm and receives no commission, bonuses, or other remuneration directly from its contracts, and is not a stockholder, the Council may enter into a contract with the organization for which the officer works regardless of the amount of the contract.

9. **SUSPENSION OR AMENDMENT OF THESE RULES:**

These rules, or any of them, may be temporarily suspended by a majority vote of all the Council members, (unless governed by Minnesota State Statute) and shall not be repealed or amended except by a majority vote of the whole Council after notice has been given at a preceding Council meeting.

10. **CITY COUNCIL SALARY INCREASES:**

In an even calendar year, prior to the general election, the City Council shall establish the salary of the Mayor and Councilmembers to be effective January 1st of the following odd calendar year. The method to determine the salary will be to take the existing salaries and increase them based on the Consumer Price Index (CPI) as published on the Federal Reserve Bank of Minneapolis website. Typically, this will require the CPI for the two previous years. If pay increases are missed, the salaries shall be increased according to the CPI index in all years of no increases.

Appendix A – Simplified Rules

Motions (In Precedence Order)	Motion Maker Needs Recognition?	Motion Needs A Second	Motion Is Debatable	Motion Is Amendable	Vote Required To Pass	Applies To What Other Motion?	Special Notes And Comments
10. Adjourn	Yes	Yes	No	No	Majority	None	Highest Precedence
9. Recess	Yes	Yes	No	Yes	Majority	None	
8. Appeal (1)	No	Yes	Yes	No	Majority	Decisions of Chair	Members can challenge decision by the chair
8. Point of Order	No	No	No	No	Chair Decides	None	To point out an error
8. Parliamentary Inquiry (1)	No Yes	No Yes	No No	No No	Chair Decides 2/3 rds	None None	To ask a question Cannot apply to minority rights
8. Division (1)	No	No	No	No	Chair Decides	All Votes	A second vote on votes that are close
7. Lay On Table	Yes	Yes	No	No	Majority	Main, amend, appeal	Also called postpone temporarily
6. Close Debate (1)	Yes	Yes	No	No	2/3 rds	All Debatable Motions	Also called previous questions & vote immediately
5. Limit Debate (1)	Yes	Yes	No	Yes (3)	2/3 rds	All Debatable Motions	To limit debate to a set period
4. Postpone Definitely	Yes	Yes	Yes (2)	Yes (3)	Majority	Main Motions	To set aside to next meeting
3. Refer to Committee	Yes	Yes	Yes (2)	Yes (3)	Majority	Main Motions	To allow a small group to study
2. Amend (1)	Yes	Yes	Yes	Yes	Majority	All amendable Motions	You may amend an amendment
1. Main	Yes	Yes	Yes	Yes	Majority	None	Lowest Precedence

(1) Indicates possible
exception to precedence order.

(2) Limited to the sense that debate is only on the merits of that specific motion.

(3) Restricted to the variable part of the motion.

APPENDIX A (Continued)
A BRIEF EXPLANATION OF COMMONLY USED MOTIONS AND TERMS

1. Main Motion – to bring business before the organization. “I move that the Student Government pay D.E. Sikkink \$100 for his speech.”
2. Amend – to change motions so they more closely express the will of the group. “I move to amend the motion by striking out the word \$100 and inserting \$10.”
3. Vote Immediately – to stop discussion and to get a vote. “I move to vote immediately on the amendments.” (Also called Close Debate and Previous questions.)
4. Parliamentary Inquiry – to let a member ask questions. “Mr. Or Ms. Chairperson, can we have a secret ballot on this amendment?”
5. Point of Order – to call attention to a mistake in procedure. “Mr. Or Ms. Chairperson, there was no second for that motion to amend.”
6. Division – a request for the chairperson to use a more accurate method of voting. “Mr. Or Ms. Chairperson, I call for a division on that last vote.”
7. Appeal – to get a vote by the group on some procedural decision made by the chairperson. “I appeal your decision on not allowing a secret ballot.”
8. Refer to Committee – to allow for study and investigation by a smaller group. “I move to refer the main motion to a committee of three appointed by the chair.”
9. Postpone Definitely – to consider at a definite future time. (No later than the next meeting.) “I move to postpone this main motion definitely to our next regular meeting.”
10. Postpone Temporarily – to consider at an unspecified time. “I move to postpone this main motion temporarily.”
11. A quorum is the minimum number of members who must be present in order to transact legal business.
12. Precedence refers to the rank of motions. When a motion has been made, any motion of higher order may be proposed but no motion of lower order may be proposed (there are a few exceptions).
Motions are discussed and acted upon in inverse order to their proposal (the last motion made will be acted on first, etc.) See Appendix A-1

Board/Commission	Independent	Advisory	Appointing Body	Number of Members	Term Length	Meeting Date/Time	Meeting Place	State Statute	Staff Rep.	City Ordinance	Residency Requirement
Arts & Culture Commission	X		Council	9	3 year 2 term rule	1 st Tuesday 3:15 p.m.	City Hall		Asst. Library Director	13-02-04	No
Economic Development Authority	X		Council	7 (2 Council Reps.)	6 years	2 nd & 4 th Thursday 4:00 p.m.	City Hall	358c	Community Development Director	Res. 93-130, 86-82 and 94-164	5 residents & up to 2 non-residents
Golf Course Board	X		Council	5	3 years 2 term/6 year rule	3 rd Tuesday noon	City Hall	471.15-71.19	Director of Golf	Chapter 2 of Municipal Code	4 City Res. & 1 may be non-res. - Ordinance 09-01-01
Civic Center /Park & Recreation Advisory Board		X	Council	7	3 years	3 rd Wednesday 4:30 p.m.	Civic Center		Park & Rec/Civic Center Manager	5	5 residents & 2 non-residents
Cable Commission	X		1 Council		Council appointment	1 st Monday (every three months)	ICTV		None	Resolution Joint Powers	Yes
Housing & Redevelopment Authority	X		Council	7	5 years 2 term rule	3 rd Wednesday 4:00 p.m.	HRA	Mun. Hsg. Redev. Act 469	HRA Manager		State Statute 469.003 Yes
Library Board	X		Council	9	3 years 3 term rule	2 nd Wednesday 4:00 p.m.	Library	134	Library Director	2.02	4 non-res and 5 residents § 134.09
Planning Commission		X	Council	7	4 years	1 st Thursday 4:00 p.m.	City Hall		Community Development Director	23.18	Yes * Planning Comm. By-Laws
International Property Maintenance and Building Codes Board of Appeals	X		Council	3 plus 2 alternates	4 years		City Hall	MN Rules 1300.0230 Building Code		05-02-03 and 05-02-04	No
Police Community Advisory Board		X	Council	9	3 years	1 st Friday on even months 7:30 a.m.	City Hall		Police Chief	15-02-02	7 residents & 2 non-residents †
Public Utilities Commission	X		Council	5	4 years	2 nd Wednesday 4:00 p.m.	PUC Service Center	412.341	Public Utilities Manager		No
Human Rights Commission	X		Council	9	3 years	Last Wednesday Feb. – May- Aug. – Nov.	City Hall		Human Resources Director	Ordinance 04-05-09	No

APPENDIX D

MAYORAL BOARD/COMMISSION APPOINT AND COUNCIL APPROVAL PROCESS

DATE	ACTION	RESPONSIBILITY
By November 1	The Administrator's office shall present in writing to the Mayor and Council a prepared list of Board and Commission members whose terms expire the following March. This list shall identify Board, name, date first appointed and eligibility for reappointment (as defined in Council By-Laws)	Staff & Mayor/Council
In Mid-November	An informal Council review to consider offering reappointment to eligible Board/Commission members.	Mayor/Council
In Late November	Letters to eligible and ineligible Board/Commission member(s) will be prepared and sent.	Staff/Mayor
In Mid-December	The Administrator's office will prepare a Respondent's List for reappointment to help determine vacancies and present to Mayor and Council for approval to prepare a vacancy list and authorize position vacancy advertisement.	Staff/Mayor/Council
In Mid-January early February	Mayor and Council will review responses to position vacancy advertisement.	Mayor/Council
First Meeting in February	Mayor and Council discuss candidates for Board and Commission appointments and through consensus designate a candidate for consideration by the Mayor for appointment. Mayor may appoint or reject the designated candidate. The Council shall then vote upon approval of the candidate appointed by the Mayor.	Mayor/Council



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1576 **Version:** 1 **Name:** Appointment of Mayor Pro-Tem
Type: Agenda Item **Status:** Organizational Meeting
File created: 12/30/2020 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider designating Mayor Pro-Tem for 2021.

Sponsors:

Indexes:

Code sections:

Attachments:

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

Consider designating Mayor Pro-Tem for 2021.

Background Information:

The Council By-Laws call for the appointment of a Mayor Pro-Tem who will perform the duties of Mayor during the disability or absence of the Mayor or a vacancy.

Staff Recommendation:

Designate Mayor Pro-Tem.

Requested City Council Action

Make a motion designating a member of the Council to serve as Mayor Pro-Tem.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1577 **Version:** 1 **Name:** Official Newspaper Appt
Type: Agenda Item **Status:** Organizational Meeting
File created: 12/30/2020 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider the designation of official newspaper for the City of Grand Rapids.
Sponsors:
Indexes:
Code sections:
Attachments: [Herald Review - Official Newspaper bid](#)

Date	Ver.	Action By	Action	Result
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Consider the designation of official newspaper for the City of Grand Rapids.

Background Information:

The Council By-Laws call for the designation of an official newspaper where all officials notices will be published. The Herald Review has submitted their request, outline services provided and current rate structure.

Staff Recommendation:

Designate official newspaper for the City of Grand Rapids.

Requested City Council Action

Make a motion designating the Herald Review as the official newspaper for the City of Grand Rapids.

GrandRapidsMN.com

HeraldReview

301 1st Avenue NW, PO Box 220, Grand Rapids, MN 55744

Phone 218-326-6623 Fax 218-326-6627

December 1st, 2020

City of Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744

Dear Honorable Mayor and Council Members,

We ask to be named the official newspaper for the City of Grand Rapids. We look forward to continuing our work with the City of Grand Rapids to keep your citizens informed. We offer to print the proceedings of your board, statements and any and all legal notices required to be published during the year 2021 and doing so will continue to hold the City of Grand Rapids rate structure for another year.

All proceedings of your board, statements and legals will be posted on line. Display and Classified notices will also be published in the Grand Rapids Manney's Shopper at no extra charge.

In our proposal, we are including the Legal Newspaper Status for 2021 approved by the Minnesota Secretary of State. Also, the Statement of Ownership, Management and Circulation on file with the United States postal Service, which shows proof of guaranteed distribution of the Grand Rapids Herald Review.

We confirm that the Grand Rapids Herald Review meets the "Qualified Newspaper" standards as described by the League of Minnesota Cities.

Thank you for giving us the opportunity to serve your community. We also look forward to your input in the coming year to provide your community with the complete and accurate information in a timely basis. If there is any way we can be of further service to you, please let us know.

Sincerely,



Mark Roy
General Manager/Publisher

HeraldReview

301 1st Avenue NW, PO Box 220, Grand Rapids, MN 55744
Phone 218-326-6623 Fax 218-326-6627

December 1st, 2020

Legal Display rates:

First run.....\$11.50 per column inch (\$7.05 per square inch) Includes Grand Rapids

Herald Review circulation 6,004 and Grand Rapids Manney's Circulation 12,379

Plus on line posting with grandrapidsmn.com , with an average of over 300,000 page views per month.

Additional runs \$10.30 per column inch (\$6.39 per square inch)

Thank You,

Sincerely,

Mark Roy
General Manager



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1578 **Version:** 1 **Name:** Board & Commission Reps
Type: Agenda Item **Status:** Organizational Meeting
File created: 12/30/2020 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider appointing Council representatives to Boards & Commissions.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider appointing Council representatives to Boards & Commissions.

Background Information:

The City has Boards & Commissions that require Mayor appointments and Council appointments.

Appendix D: Mayoral Board/Commission appointment and Council approval process.

- Civic Center, Park & Recreation Advisory Board (1)
- GREDA (2)
- HRA (1)
- Greenway Joint Park & Rec Board (1)

Appendix C: Mayor and Council Board/Commission appointment process.

- PUC (1)
- Cable Commission (1 + alternate)
- Human Rights Commission (1)

Staff Recommendation:

Appoint Council representatives to Boards & Commissions.

Requested City Council Action

Make a motion to appoint Council representatives to City Boards & Commissions for 2021 calendar year.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1579 **Version:** 1 **Name:** Council agency representatives
Type: Agenda Item **Status:** Organizational Meeting
File created: 12/30/2020 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider appointing representatives to selected agencies.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider appointing representatives to selected agencies.

Background Information:

The Council has a long-standing relationship with a number organizations. These relationships are meant to represent the City's interest in many different policy arenas. The Council has determined that designating one of its own members to represent the City, its relationships with these agencies will serve the information gathering and policy development needs of the City at this time.

Agency:

- RAMS (1 + alternate)
- WMMPB (2)
- City/County (2)
- Gas Board (1)
- Fire Relief Assoc. (1 + City Staff)
- CGMC (1)
- LMC (1)
- ARDC (1)

Staff Recommendation:

Appoint representatives to selected agencies.

Requested City Council Action

Make a motion to appoint Council representatives and staff to selected agencies for 2021 calendar year.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1584 **Version:** 1 **Name:** Financial Designations for 2021
Type: Agenda Item **Status:** Organizational Meeting
File created: 1/4/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider appointing the financial institutions as depository designations for 2021, and delegate the Finance Director or Finance Designee authorization for electronic funds transfers.

Sponsors:

Indexes:

Code sections:

Attachments:

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

Consider appointing the financial institutions as depository designations for 2021, and delegate the Finance Director or Finance Designee authorization for electronic funds transfers.

Background Information:

We are recommending the City of Grand Rapids designate the following financial institutions as depositories for 2021:

- *American Bank
- *Deerwood Bank
- *First National Bank of Coleraine
- *Grand Rapids State Bank
- *RBC Wealth Management
- *Wells Fargo Bank of Minnesota
- *Woodland Bank

Staff Recommendation:

Staff recommends approving financial institutions as depository designations for 2021.

Requested City Council Action

Make a motion to appoint the following financial institutions as depository designations for 2021: American Bank, Deerwood Bank, First National Bank of Coleraine, Grand Rapids State Bank, RBC Wealth Management, Wells Fargo Bank of Minnesota, Woodland Bank and delegate the Finance Director or Finance Director's designee authorization for electronic funds transfer.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1573 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 12/29/2020 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider approving Council minutes for Monday, December 21, 2020 Regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [December 21, 2020 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, December 21, 2020 Regular meeting.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, December 21, 2020

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, December 21, 2020 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

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

Staff present:

Tom Pagel, Chad Sterle, Barb Baird, Erik Scott, Travis Cole, Rob Mattei, Lynn DeGrio

MEETING PROTOCOL POLICY

PUBLIC FORUM

None.

COUNCIL REPORTS

Councilor Christy recognizes Mayor Adams for his service to the community over the last 14 years on City Council as Council Member and Mayor.

APPROVAL OF MINUTES

Consider approving City Council minutes for Monday, December 7, 2020 Worksession & Regular meetings.

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

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

VERIFIED CLAIMS

Consider approving the verified claims for the period December 1, 2020 to December 16, 2020 in the total amount of \$1,203,948.46, of which \$145,000 are investments.

A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, to approve the verified claims as presented. The motion carried by the following vote.

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

CONSENT AGENDA

- 1. Consider adopting a resolution approving a budgeted operating transfer from the Capital Equipment Replacement Fund to the Special Revenue- Cemetery Fund in the amount of \$32,475.

Adopted Resolution 20-106 by consent roll call

- 2. Consider adopting a resolution establishing 2021 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.

Adopted Resolution 20-107 by consent roll call

- 3. Consider approving the Public Works Department's request to create specifications and solicit a quote utilizing the Minnesota Cooperative Purchasing Venture for the purchase of the 2021 budgeted compact track loader

Approved by consent roll call

- 4. Consider approving the Public Works Department's request to create specifications and solicit a quote utilizing the Minnesota Cooperative Purchasing Venture for the Cemeteries purchase of the 2021 budgeted compact track loader

Approved by consent roll call

- 5. Consider approving resolutions adopting the 2020 Tax Levy Payable 2021, 2021 General Fund Budgets, 2021 Special Revenue Budgets and 2021 Enterprise Budgets.

Adopted Resolutions: 20-108, 20-109, 20-110, 20-111, 20-112, 20-113, 20-114, 20-115, 20-116, 20-117, 20-118, 20-119, 20-120 by consent roll call

- 6. Consider adopting a resolution authorizing the Itasca County Auditor to assess the

delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

Adopted Resolution 20-121 by consent roll call

7. Consider approving the official meeting calendar for 2021.

Approved by consent roll call

8. Consider approving a resolution to accept amendment #A01 to MNDOT Aeronautics Grant Agreement #1032053 in the amount of \$28,057.62 for a total of \$132,774.42.

Adopted Resolution 20-122 by consent roll call

9. Consider authorizing the Airport Lease Agreement effective as of the first day of January 2021, between the City of Grand Rapids and Airways Aviation Center, Inc. and authorize the signatures of the Mayor, City Clerk and City Attorney.

Approved by consent roll call

10. Consider renewing the updated retainer agreement with Madden Galanter Hansen, LLP from January 1, 2021 through December 31, 2021.

Approved by consent roll call

11. Consider executing a Memorandum of Understanding (MOU) adding Public Works/Engineering Technician to Article 10 of the Clerical Union Bargaining Agreement.

Approved by consent roll call

12. Consider adopting a resolution approving First Amendment to Contract for Private Development with KTJ 338, LLC (Pillars of Grand Rapids Project)

Adopted Resolution 20-123 by consent roll call

13. Consider adopting a resolution amending Resolution 20-101, authorizing dissolution of Housing & Redevelopment Authority of Grand Rapids upon completion of transfer.

Adopted Resolution 20-124 by consent roll call

14. Consider adopting a resolution accepting a donation of \$150.00 dollars from Jim and Marie Fierek from Togo, Minnesota to the police department.

Adopted Resolution 20-125 by consent roll call

15. Consider approving 2021 Taxi license for Rapid Taxi, contingent upon receipt of required documentation, fees and satisfactory vehicle inspections.

Approved by consent roll call

16. Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust.

Approved by consent roll call

- 16a. Consider approval of a Subordination Agreement for the Laura Gilbert SCDP Loan with Affinity Plus Federal Credit Union

Approved by consent roll call

- 16b. Consider adopting a resolution designating City of Grand Rapids polling places for calendar year 2021.

Adopted Resolution 20-126 by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Michelle Toven, second by Councilor Dale Christy, to approve the Consent agenda as amended with the addition of items #16 a & b. The motion carried by the following vote

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

SETTING OF REGULAR AGENDA

A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, to approve the Regular agenda as presented. The motion carried by the following vote.

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

ACKNOWLEDGE BOARDS & COMMISSIONS

- 17. Review and acknowledge minutes for Boards & Commissions.

Acknowledge Boards and Commissions

CIVIC CENTER, PARKS & RECREATION

- 18. Consider entering into an agreement with ICS for Design and Construction Management of the renovation of the IRA Civic Center.

Mr. Pagel discusses bonding funds in the amount of \$5M towards the Civic Center repairs, replacements and updates. Recommended ICS as project managers. Steering Committee reconvening in January 2021. Start design immediately after January 1, and construction beginning April 1, 2022. Trusses should arrive in the interim between design and beginning construction. Mr. Pagel also recommends removing the contingency of state approval.

A motion was made by Councilor Tasha Connelly, second by Councilor Rick Blake, approving agreement with ICS for design and construction management of Civic Center renovation without contingency. The motion carried by the following vote.

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

19. Consider entering into an agreement with Loren Solberg for lobby services in calendar year 2021.

Loren Solberg would re-approach the legislature seeking authorization to implement Local Sales Tax and furthering other benefits for project.

A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, to approve agreement with Loren Solberg for lobby services in 2021. The motion carried by the following vote.

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

20. Consider a resolution requesting authorization from the State to impose a local sales & use tax to cover the City's portion of the IRA Civic Center renovation.

Up to \$15M and 15 years

A motion was made by Councilor Dale Christy, seconded by Councilor Tasha Connelly, adopting Resolution 20-127, designating polling places for 2021. The motion carried by the following vote.

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

FIRE DEPARTMENT

21. Consider purchase of a new Rosenbauer Fire Engine to replace engine 116.

A motion was made by Councilor Dale Christy, second by Councilor Michelle Toven, approving purchase of new Rosenbauer Fire Engine. The motion carried by the following vote.

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

ADJOURNMENT

There being no further business, the meeting adjourned at 5:35 pm.

ADJOURNMENT

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1593 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 1/7/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider approving the verified claims for the period December 17, 2020 to January 4, 2021 in the total amount of \$700,497.49.
Sponsors:
Indexes:
Code sections:
Attachments: [011121 Summary Council Bill List.](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period December 17, 2020 to January 4, 2021 in the total amount of \$700,497.49.

Requested City Council Action

Make a motion approving the verified claims for the period December 17, 2020 to January 4, 2021 in the total amount of \$700,497.49.

DATE: 01/08/2021
 TIME: 08:34:44
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/11/2021

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0500050	E3 CONSULTING SERVICES	-260.38
1309335	MINNESOTA REVENUE	260.38
	TOTAL	0.00
CITY WIDE		
0801661	HARRIS	22,768.77
1915248	SHI INTERNATIONAL CORP	908.48
1920240	CHAD B STERLE	697.50
	TOTAL CITY WIDE	24,374.75
ADMINISTRATION		
0118653	ARROWHEAD HUMAN RESOURCES ASSN	65.00
1309138	STATE OF MINNESOTA - OFFICE OF	2,838.00
	TOTAL ADMINISTRATION	2,903.00
BUILDING MAINTENANCE-CITY HALL		
0118100	ARAMARK UNIFORM & CAREER	105.80
0221650	BURGGRAF'S ACE HARDWARE	13.98
0315455	COLE HARDWARE INC	1.50
0701650	GARTNER REFRIGERATION CO	3,151.36
1801610	RAPIDS PLUMBING & HEATING INC	1,489.00
1901535	SANDSTROM'S INC	167.20
2018680	TRU NORTH ELECTRIC LLC	995.36
	TOTAL BUILDING MAINTENANCE-CITY HALL	5,924.20
COUNCIL/COMMISSION/BOARDS		
0315105	COALITION OF GREATER MN CITIES	19,272.00
1205090	LEAGUE OF MINNESOTA CITIES	11,063.00
	TOTAL COUNCIL/COMMISSION/BOARDS	30,335.00
FINANCE		
0801661	HARRIS	2,460.03
0809436	HILDI INC	1,320.00
1415377	NORTHERN BUSINESS PRODUCTS INC	50.95
1805230	REESE RUBBER STAMP COMPANY	23.95
	TOTAL FINANCE	3,854.93

DATE: 01/08/2021
 TIME: 08:34:44
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/11/2021

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0315455	COLE HARDWARE INC	12.75
0601346	FAIRVIEW HEALTH SERVICES	525.00
0701650	GARTNER REFRIGERATION CO	950.69
1200500	L&M SUPPLY	56.94
1309336	MN STATE FIRE DEPT ASSOCIATION	450.00
1415030	NAPA SUPPLY OF GRAND RAPIDS	121.56
	TOTAL FIRE	2,116.94
INFORMATION TECHNOLOGY		
0500050	E3 CONSULTING SERVICES	1,041.50
	TOTAL INFORMATION TECHNOLOGY	1,041.50
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	1,438.62
0120725	ATTACHMENTS DIRECT LLC	496.13
0221650	BURGGRAF'S ACE HARDWARE	43.97
0301685	CARQUEST AUTO PARTS	74.59
0315455	COLE HARDWARE INC	385.23
0401425	DAKOTA SUPPLY GROUP	345.81
0501650	EARL F ANDERSEN	79.85
0514802	ENVIROTECH SERVICES INC	5,333.24
0615627	FORCE AMERICA DISTRIBUTING LLC	242.69
0718021	GRAND RAPIDS GM INC	789.55
0718060	GRAND RAPIDS HERALD REVIEW	117.00
0800040	H & L MESABI	883.50
0815730	HOTSY EQUIPMENT OF MINNESOTA	478.05
0914200	INDUSTRIAL LUBRICANT COMPANY	154.00
1301015	MACQUEEN EQUIPMENT INC	1,292.23
1301213	MARTIN'S SNOWPLOW & EQUIP	1,428.72
1415479	NORTHERN DRUG SCREENING INC	80.00
1415536	NORTHLAND HYDRAULICS SERVICE	2,877.19
1415545	NORTHLAND LAWN & SPORT, LLC	1,364.63
1421155	NUCH'S IN THE CORNER	38.00
1621125	PUBLIC UTILITIES COMMISSION	2,443.36
1800655	R & R SPECIALTIES INC	169.20
1920240	CHAD B STERLE	232.50
2018560	TROUT ENTERPRISES INC	625.00
	TOTAL PUBLIC WORKS	21,413.06
FLEET MAINTENANCE		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 01/11/2021

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	241.05
0601690	FASTENAL COMPANY	390.35
0904227	IDENTIFIX INC	1,428.00
TOTAL FLEET MAINTENANCE		2,059.40
POLICE		
0221650	BURGGRAF'S ACE HARDWARE	103.11
0301685	CARQUEST AUTO PARTS	186.82
0409501	JOHN P. DIMICH	4,583.37
0914722	IACP	190.00
1200500	L&M SUPPLY	69.98
1309032	MID STATES ORGANIZED CRIME	150.00
1309149	MN CHIEFS OF POLICE ASSOC	1,922.00
1309167	MN BUREAU OF CRIMINAL	390.00
1618125	PRAXAIR DISTRIBUTION INC	25.31
1920233	STREICHER'S INC	221.99
1920240	CHAD B STERLE	232.50
1920555	STOKES PRINTING & OFFICE	13.59
TOTAL POLICE		8,088.67
RECREATION		
0920068	ITASCA DRIFTSKIPPERS	2,500.00
TOTAL RECREATION		2,500.00
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	292.46
0315455	COLE HARDWARE INC	8.99
0701650	GARTNER REFRIGERATION CO	7,691.21
2018680	TRU NORTH ELECTRIC LLC	811.55
TOTAL		8,804.21
AIRPORT		
0315455	COLE HARDWARE INC	11.88
0504825	EDWARDS OIL INC	1,769.05
1105444	KELLER FENCE COMPANY	6,000.00
1309159	MINNESOTA COUNCIL OF AIRPORTS	150.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/11/2021

VENDOR #	NAME	AMOUNT DUE

AIRPORT		
1415535	NORTHLAND MACHINES	22.50
1612045	PLAGEMANNS LANDSCAPING INC	5,000.00
2018680	TRU NORTH ELECTRIC LLC	1,417.69
	TOTAL	14,371.12
CIVIC CENTER		
GENERAL ADMINISTRATION		
0104815	ADVANTAGE SYSTEMS GROUP	630.00
0118100	ARAMARK UNIFORM & CAREER	105.91
0118230	ARENA WAREHOUSE, LLC	499.00
0221650	BURGGRAF'S ACE HARDWARE	77.97
0701650	GARTNER REFRIGERATION CO	2,737.12
1201430	LAKE SUPERIOR CUTTING EDGE LLC	140.00
1309240	MINNESOTA ICE ARENA MANAGERS	200.00
1421155	NUCH'S IN THE CORNER	17.79
	TOTAL GENERAL ADMINISTRATION	4,407.79
STATE HAZ-MAT RESPONSE TEAM		
1915248	SHI INTERNATIONAL CORP	274.34
	TOTAL	274.34
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	69.79
1615427	POKEGAMA LAWN AND SPORT	185.27
T001356	LYNN TRACY	200.00
	TOTAL	455.06
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM & CAREER	30.00
0221650	BURGGRAF'S ACE HARDWARE	23.31
0701650	GARTNER REFRIGERATION CO	301.00
	TOTAL	354.31

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/11/2021

VENDOR #	NAME	AMOUNT DUE

2019	INFRASTRUCTURE BONDS	
	2019-1 GLF COURSE RD UTIL EXT	
1920240	CHAD B STERLE	348.75
	TOTAL 2019-1 GLF COURSE RD UTIL EXT	348.75
2021	INFRASTRUCTURE BONDS	
	CP2020/FD-1 NEW FIRE HALL	
1915248	SHI INTERNATIONAL CORP	22,630.11
	TOTAL CP2020/FD-1 NEW FIRE HALL	22,630.11
	DACF/PD EXPANSION	
0718010	CITY OF GRAND RAPIDS	983.90
	TOTAL DACF/PD EXPANSION	983.90
	STORM WATER UTILITY	
0401425	DAKOTA SUPPLY GROUP	756.22
1621125	PUBLIC UTILITIES COMMISSION	4,762.00
	TOTAL	5,518.22
	TOTAL UNPAID TO BE ALLOWED IN THE SUM OF:	\$162,759.26
	CHECKS ISSUED-PRIOR APPROVAL	
	PRIOR APPROVAL	
0113105	AMAZON CAPITAL SERVICES	370.80
0305530	CENTURYLINK QC	58.67
0718015	GRAND RAPIDS CITY PAYROLL	490,028.30
0920055	ITASCA COUNTY RECORDER	46.00
1201402	LAKE COUNTRY POWER	38.06
1305046	MEDIACOM LLC	22.05
1309199	MINNESOTA ENERGY RESOURCES	3,455.68
1309289	MN POLLUTION CONTROL AGENCY	604.84
1309335	MINNESOTA REVENUE	85.67
1601750	PAUL BUNYAN COMMUNICATIONS	527.98
1621130	P.U.C.	41,386.13
1903321	STEVEN SCHAAR	48.41
1903555	ERIK SCOTT	150.08
2000490	TDS Metrocom	575.60
2114360	UNITED PARCEL SERVICE	32.33
2114750	UNUM LIFE INSURANCE CO OF AMER	272.62
2205637	VERIZON WIRELESS	35.01
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$537,738.23
	TOTAL ALL DEPARTMENTS	\$700,497.49



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1572 **Version:** 1 **Name:** Sale of PW 1995 JD Front End Loader to McCoy Construction & Forestry Inc.
Type: Agenda Item **Status:** Consent Agenda
File created: 12/28/2020 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider authorizing the Public Works Department to accept the bid for the sale of the 1995 John Deere front end loader to McCoy Construction & Forestry Inc. for \$22,000.00.
Sponsors:
Indexes:
Code sections:
Attachments: [95 Loader bid_mccoy](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the Public Works Department to accept the bid for the sale of the 1995 John Deere front end loader to McCoy Construction & Forestry Inc. for \$22,000.00.

Background Information:

The Public Works Department solicited bids for the sale of their 1995 John Deere front end loader as per the approval of the City Council on December 7th, 2020 to advertise for bids. One bid was received from McCoy Construction & Forestry Inc., for the 544G TC 1995 Loader, serial number DW544GD551077 equipped with quick coupler and bucket. Public Works would like to sell the 1995 loader with quick coupler and bucket to them for their bid price of \$22,000.00. Their bid is attached.

Staff Recommendation:

Matt Wegwerth, Public Works Director/City Engineer, recommends approving the sale of the 1995 John Deere front end loader to McCoy Construction & Forestry Inc. for \$22,000.00.

Requested City Council Action

Make a motion approving the sale of the Public Works Department's 1995 John Deere front end loader to McCoy Construction & Forestry Inc. for the bid price of \$22,000.00



December 8, 2020

City of Grand Rapids

To Whom It May Concern:

McCoy Construction & Forestry, Inc. is prepared to offer \$22,000 for the purchase of the following:

- John Deere 544G TC
- Serial Number: DW544GD551077
- Equipped with quick coupler and bucket

Thank you for the opportunity to bid.

Sincerely,

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

Brian Durfee

Corporate Used Equipment Manager
McCoy Construction & Forestry, Inc.
Grand Rapids, MN 55744



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-1574	Version:	1	Name:	Consider accepting the resignation from Joshua Adler, Firefighter and promoting Kevin Kubeczko to the position of Firefighter.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/29/2020	In control:		In control:	City Council
On agenda:	1/11/2021	Final action:		Final action:	
Title:	Consider accepting the resignation from Joshua Adler, Firefighter and promoting Kevin Kubeczko to the position of Firefighter.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Joshua Adler Resignation Letter				

Date	Ver.	Action By	Action	Result
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Consider accepting the resignation from Joshua Adler, Firefighter and promoting Kevin Kubeczko to the position of Firefighter.

Background Information:

Joshua Adler, Firefighter, was hired on January 1, 2011. In his letter of resignation, Josh stated that this was not an easy decision to make, but many things have changed since he joined. He has truly enjoyed serving our community and serving with the members of the department. He closed by saying that he would like to thank the past and present members of the Grand Rapids Fire Department for their dedication to our community. His 10 years of service on the Grand Rapids Fire Department have been greatly appreciated.

At this time, Fire Chief Travis Cole does not wish to pull anyone from the eligibility list to replace Josh due to the current state of COVID-19. The GRFD is not conducting any in-house training, so it would be difficult to bring the next person on board at this time. As soon as he feels we need to add an additional firefighter to the roster, we will come back to the City Council with a recommendation. This will put the department at 30 Firefighters and 1 Firefighter Trainee.

Staff Recommendation:

Fire Chief Travis Cole and Human Resources Director Lynn DeGrio are recommending accepting the resignation from Joshua Adler, Firefighter, with appreciation for his 10 years of service on the Grand Rapids Fire Department. We are also recommending promoting Kevin Kubeczko from the Firefighter Trainee position to Firefighter effective immediately.

Requested City Council Action

Make a motion to accept the resignation of Joshua Adler, Firefighter, effective January 2, 2021 at 12:00 a.m. and promote Kevin Kubeczko from the Firefighter Trainee position to Firefighter effective immediately.

1/1/2021

To

Grand Rapids Fire
Department, and
the City of Grand
Rapids, MN

Dear Grand Rapids Fire Department, and the City of
Grand Rapids, MN.

As of 1/1/2021, I have decided to retire from the Grand
Rapids Fire Department, after ten vested years. This
was not an easy decision to make but many things have
changed since I joined. I feel that with how busy I am
with my family and work, that a new member would
better suit the department and the city. I have truly
enjoyed serving our community and serving with the
members of the department. I would like to thank the
past and present members of the Grand Rapids Fire
Department for their dedication to our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua Adler', written over a light blue horizontal line.

Joshua Adler



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-1580	Version:	1	Name:	Consider adopting a resolution accepting a donation of \$100.00 from Morris and Sherry Beighley of Cohasset, MN to the Police Department.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/31/2020	In control:		In control:	City Council
On agenda:	1/11/2021	Final action:		Final action:	
Title:	Consider adopting a resolution accepting a donation of \$100.00 from Morris and Sherry Beighley of Cohasset, MN to the Police Department.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PD Beighley Donation				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a donation of \$100.00 from Morris and Sherry Beighley of Cohasset, MN to the Police Department.

Background Information:

Morris and Sherry Beighley came to the police department to express their gratitude and appreciation for our service to our community. They gave us a card and a check for \$100.00 and wanted us to use it for any needs we may have. The money will be used for community education for purchasing items for things such as National Night Out and Shop with a Hero.

Staff Recommendation:

Please consider adopting a resolution accepting a donation of \$100.00 from Morris and Sherry Beighley for community education purposes.

Requested City Council Action

Make a motion to adopt a resolution accepting a donation of \$100.00 from Morris and Sherry Beighley for community education purposes.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A DONATION OF \$100.00 FROM
MORRIS AND SHERRY BEIGHLEY TO THE
GRAND RAPIDS POLICE DEPARTMENT TO BE USED TOWARDS
POLICE COMMUNITY EDUCATION

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

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

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

- Morris & Sherry Beighley has donated \$100 to the Grand Rapids Police Department be used for police community education.

Adopted this 11th day of January 2021.

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1582 **Version:** 1 **Name:** Amend PW PT Winter Maintenance Employee List
Type: Agenda Item **Status:** Consent Agenda
File created: 1/4/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider amending the 2020-2021 Public Works part-time winter maintenance employee list.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider amending the 2020-2021 Public Works part-time winter maintenance employee list.

Background Information:

The Public Works Department utilizes part-time intermittent employees to facilitate snow removal during the winter snow plowing season. These part-time employees will work on an "as needed" basis at a rate of \$18.00 per hour. Public Works would like to hire Cody Alleman and Scott Holm to assist with the department's operations during this winter's maintenance season, effective 1-12-2021 with an end date of 4-30-2021.

Staff Recommendation:

Public Works Superintendent, Kevin Koetz, recommends hiring Cody Alleman and Scott Holm for part-time employment for the 2020-2021 winter maintenance season.

Requested City Council Action

Make a motion to approve the Public Works Department hiring Cody Alleman and Scott Holm for part-time employment for the 2020-2021 winter maintenance season effective January 12, 2021.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1583 **Version:** 2 **Name:** Arts&Culture Cap Optg Transfer 2020
Type: Agenda Item **Status:** Consent Agenda
File created: 1/4/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider adopting a resolution approving an operating transfer from the Capital Project Fund-2020 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects.
Sponsors:
Indexes:
Code sections:
Attachments: [\\$32,820 operating transfer from 480to418-Art&Cult](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving an operating transfer from the Capital Project Fund-2020 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects.

Background Information:

The Arts & Culture road map (GRMN Creates) was developed by the Arts & Culture Commission and was adopted by into the City's Comprehensive Plan in the spring of 2015. At the September 11, 2017 City Council meeting, the Council approved the Art Adoption and Acquisition Policy. The policy states that the City Council will fund public art by earmarking 1.5% of funding from public works programs.

The CP2014-2 Project included the Arts & Culture funding at \$32,820 as part of the project costs and financing.

Staff Recommendation:

Staff recommends adopting a resolution approving an operating transfer from the Capital Project Fund-2020 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects.

Requested City Council Action

Make a motion adopting a resolution approving an operating transfer from the Capital Project Fund-2020 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects in the amount of \$32,820, as of December 31, 2020.

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

RESOLUTION NO. 21-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-2020 INFRASTRUCTURE BONDS TO THE CAPITAL PROJECT FUND-GRAND RAPIDS ARTS & CULTURE PROJECTS IN THE AMOUNT OF \$32,820

WHEREAS, the arts and culture roadmap (GRMN Creates) was developed by the Arts and Culture Commission and was adopted into the City's Comprehensive Plan in the spring of 2015, and

WHEREAS, at the September 11, 2017 City Council meeting, the Council approved the Art Adoption and Acquisition Policy, and

WHEREAS, the policy states that the City of Grand Rapids will fund public art by earmarking 1.5% of funding from public works programs, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund-2020 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects in the amount of \$32,820, as of December 31, 2020.

Adopted this 11th day of January, 2021.

Dale Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1585 **Version:** 1 **Name:** Harris Computer Systems 2021 Agreements
Type: Agenda Item **Status:** Consent Agenda
File created: 1/4/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider approving computer software agreements for 2021 with Harris Computer Systems for \$25,228.80.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving computer software agreements for 2021 with Harris Computer Systems for \$25,228.80.

Background Information:

The City of Grand Rapids has had a software maintenance agreement with Harris Computer Systems (formerly Municipal Software Inc., MSI) since 1991 for accounting and time tracking software support. The amount of the agreements for 2021 total \$25,228.80. This includes the general software maintenance, TimeClock Plus for payroll and hosting the Employee Self-Service Portal for payroll. This amount includes a small increase for the significant renovation to the MSI platform. The next-generation platform will allow Harris to make future improvements and advancements quickly and consistently.

Staff Recommendation:

Staff recommends approving computer software agreements for 2021 with Harris Computer Systems for \$25,228.80.

Requested City Council Action

Make a motion approving computer software agreements for 2021 with Harris Computer Systems for \$25,228.80.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1587 **Version:** 1 **Name:** Hire Sawyer Bloch
Type: Agenda Item **Status:** Consent Agenda
File created: 1/5/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider hiring seasonal part-time employees in the Parks and Recreation Department.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider hiring seasonal part-time employees in the Parks and Recreation Department.

Background Information:

Sawyer Bloch will be hired as seasonal part-time Warming House Attendant at a rate of \$11.00 per hour. This position is part of the regular operating budget and will work from January 12 to March 30, 2021.

Staff Recommendation:

City staff recommends hiring a seasonal part-time employee in the Parks and Recreation Department.

Requested City Council Action

Make a motion to hire a seasonal part-time employee in the Parks and Recreation Department.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1590 **Version:** 1 **Name:** GPZ - Solar Lease
Type: Agenda Item **Status:** Consent Agenda
File created: 1/6/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider approving a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the GPZ Airport

Sponsors:

Indexes:

Code sections:

Attachments: [US Solar - Grand Rapids - Option to Lease - Execution Version](#)

Date	Ver.	Action By	Action	Result
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Consider approving a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the GPZ Airport

Background Information:

The City of Grand Rapids and the Grand Rapids Public Utilities Commission have been working with US Solar on a solar garden project at the Grand Rapids / Itasca County Airport. The site has been graded and a developers agreement has been reached between all parties. A lease and a solar easement are now required for the project to move forward. Attached are the necessary documents.

Staff Recommendation:

Public Works Director / City Engineer, Matt Wegwerth, recommends approving a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the GPZ Airport

Requested City Council Action

A motion approving a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the GPZ Airport

OPTION TO LEASE, LEASE AND SOLAR EASEMENT

This Option to Lease, Lease and Solar Easement (this “Agreement”) by and between the City of Grand Rapids, a Minnesota municipal corporation, as 100% fee owner of Parcel No. 1, the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common of Parcel No. 2, the Grand Rapids / Itasca County Joint Airport Commission, as 100% fee owner of Parcel No. 3, and the Grand Rapids – Itasca County Airport Commission, as 100% fee owner of Parcel No. 4 (collectively, “Lessor”), and USS Itasca Clean Energy LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”) is entered into and effective on January ___, 2021 (the “Effective Date”). Capitalized terms used but not defined herein shall have the meanings given to such terms in Exhibit E.

RECITALS

1. Lessor is the owner of real property located in Itasca County, Minnesota that is legally described in Exhibit A (the “Lessor Property”). Lessor uses the Lessor Property for agricultural purposes.

2. Lessee is engaged in the business of developing, constructing, owning and operating solar energy conversion facilities for the production of electricity.

3. Lessee desires an option to, and upon the exercise of such option in accordance with the terms hereof shall, lease and obtain certain easements and rights over the Lessor Property, all on the terms and conditions set forth herein.

4. Lessor desires to grant such option to, and upon Lessee’s exercise of such option shall, lease and grant such easements and rights over the Lessor Property, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and other consideration set forth below, the adequacy and receipt of which is acknowledged, Lessor and Lessee agree as follows:

ARTICLE I OPTION TO LEASE

Section 1.1. Grant and Exercise of Option. Lessor hereby grants to Lessee an exclusive option (the “Option”) to lease Lessor’s real property legally described and depicted on Exhibit A (the “Lease Premises”). Lessee may exercise the Option in its sole discretion by delivering written notice to Lessor at any time prior to the last day of the Option Period (as defined below). If Lessee exercises the Option, then the term of the Lease (as defined in Article II below) shall commence on the date such notice is given, or such other date within the Option Period as Lessee may specify in such notice (the “Lease Effective Date”). For purposes of this Agreement, “Option Period” means the period beginning on the Effective Date and ending on the earliest to occur of:

- (a) the first (1st) anniversary of the Effective Date; provided, however, that if Lessee requires additional time to complete Due Diligence Activities (as defined below), Lessee shall have the option to extend this period by such additional period of time as Lessee may reasonably require to complete such Due Diligence Activities, but not to exceed an additional 2 years;
- (b) the termination of this Agreement under Section 5.1; and
- (c) the Lease Effective Date.

As consideration for the Option, Lessee shall pay to Lessor the applicable amounts set forth in Section 4.1.

Section 1.2. Access to the Lease Premises During Option Period. During the Option Period, Lessee shall have the right to access the Lease Premises for the purpose of (i) monitoring, testing and assessing the Lease Premises for use as a solar photovoltaic energy generation site; (ii) conducting such tests, analysis or feasibility studies as Lessee deems advisable, including measurement of sunlight or solar energy potential and other meteorological data; (iii) conducting environmental and suitability assessments of the Lease Premises, including soil borings, wetlands assessments and environmental impact and wildlife analyses; (iv) conducting development, siting and design activities and analysis of the Lease Premises, including creating a conceptual design and layout for a potential solar photovoltaic energy generation facility; (v) commencing the permitting and application process related to such facility; and (vi) conducting such other tests, analysis or studies as may be required by permitting agencies or as Lessee deems advisable (collectively, the “Due Diligence Activities”). The costs for all such activities shall be the responsibility of Lessee. Lessee’s right to conduct Due Diligence Activities on the Lease Premises during the Option Period shall be exclusive and Lessor acknowledges that Lessor may not grant any other person or entity any such rights.

ARTICLE II LEASE

Section 2.1. Lease. If Lessee exercises the Option set forth in Section 1.1 during the Option Period, Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Lease Premises (the “Lease”). As consideration for the Lease, Lessee shall pay to Lessor the amounts set forth in Section 4.1. For avoidance of doubt, if Lessee exercises the Option set forth in Section 1.1, the Lease shall automatically become effective on the Lease Effective Date without any further action by either party.

Section 2.2. Lease Term. The term of the Lease shall commence upon the Lease Effective Date and continue until 11:59 pm on the twenty-fifth (25th) anniversary of the Commercial Operation Date (the “Initial Term”), unless terminated earlier or extended in accordance with the following sentence. Lessee shall have the option, exercisable in its sole discretion, to extend the Initial Term of the Lease for three additional five year periods (each, an “Additional Term” and together with the Initial Term, the “Lease

Term”), the first commencing immediately on the day that the Initial Term would otherwise expire, the second commencing immediately on the day that the first Additional Term would otherwise expire, and the third commencing immediately on the day that the second Additional Term would otherwise expire. Lessee may exercise its extension rights by delivering to Lessor written notice of such extensions no less than 180 days prior to the scheduled expiration of the Initial Term or the then-current Additional Term, as applicable.

Section 2.3. Use of Lease Premises. During the Lease Term, the Lessee may use the Lease Premises for Solar Energy Purposes. For purposes of this Agreement, “Solar Energy Purposes” means converting solar energy into electrical energy, collecting, storing, and transmitting the electrical energy so converted, and all related activities, including, without limitation, conducting Due Diligence Activities, developing, constructing, installing, operating, maintaining, repairing, and replacing photovoltaic electric energy generating equipment, supporting structures and ballasts, inverters, electrical transformers, fixtures, electric distribution lines, communication lines, metering equipment, perimeter fencing, interconnection facilities and related facilities and equipment (collectively, the “Facility”) and commercial beekeeping on the Lease Premises. Lessee’s right to use the Lease Premises for Solar Energy Purposes during the Lease Term shall be exclusive and Lessor acknowledges that Lessor may not grant any other person or entity any such rights. As part of this exclusivity, Lessor agrees to take all reasonable steps to insure that any irrigation device under the control of Lessor or Lessor’s tenants (with the exception of Lessee) not spray, dampen, or shower any portion of the Facility, including the Facility’s perimeter fencing. Said reasonable steps shall include, but are not limited to, configuring, programming, manually adjusting, or interrupting the path of said irrigation device as necessary to comply with this provision.

Section 2.4. Location of Facility; Right to Relocate. Upon completion of design and layout of the Facility, Lessee shall identify specifically that portion of the Lease Premises that will be occupied by the Facility and related facilities, as well as the Access Premises and Distribution Premises, if any, and the parties agree to amend the description of the Lease Premises in Exhibit A to conform to the final Facility design. Notwithstanding the foregoing, Lessee reserves the right to relocate or reconfigure the Facility upon the Lease Premises during the term of this Agreement. Lessee agrees to cooperate with Lessor to locate the Facility on the Lease Premises in a manner that minimizes interference with agricultural or business operations of Lessor or Lessor’s other tenants, to the extent consistent with Lessee’s planned use of the Lease Premises. Upon any such relocation, the parties agree to amend the description of the Lease Premises in Exhibit A to conform to the relocated Facility design.

Section 2.5. Non-Facility Improvements. Any improvements, fixtures or structures that are not a part of the Facility shall not be installed without the express written consent of Lessor.

Section 2.6. Release. Lessee may elect at any time during the Lease Term, at its sole discretion, to release any portion of the Lease Premises from the scope of the Lease Premises by executing and delivering to Lessor an amendment to this Agreement, quit claim deed or similar instrument in recordable form affecting the partial release. Except for any amendments to the description of the Lease Premises made pursuant to Section 2.4 above, any such partial release shall not diminish or otherwise modify the Rent due Lessor without the express agreement of Lessor and an appropriate amendment to this Agreement. The provisions of this Section 2.6 do not provide Lessor with any right to receive Rent if Lessee exercises its right to terminate this Agreement pursuant to Section 5.1.

ARTICLE III EASEMENTS

Section 3.1. Easements. Commencing on the Effective Date, Lessor hereby grants to Lessee, through the last day of this Agreement, the easements and licenses described in Sections 3.2 through 3.7.

Section 3.2. Solar Easement. Lessor hereby grants to Lessee an exclusive easement to use, convert, maintain and capture all sunlight which naturally arrives at the Lease Premises, as well as an exclusive easement prohibiting any obstruction to the free flow of sunlight to the Lease Premises throughout the entire area of the Lessor Property described on Exhibit B (the "Easement Premises"). The easements granted in this Section 3.2 shall be referred to as the "Solar Easement" and shall be located horizontally three hundred and sixty degrees (360°) from any point where any photovoltaic generating facility is or may be located at any time from time to time (each such location referred to as a "Solar Site") and for a distance from each Solar Site to the boundaries of the Easement Premises, together vertically through all space located above the surface of the Easement Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the plane from each point along the exterior boundary of the Easement Premises through each Solar Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises. With the exception of trees, structures or improvements that were on the Easement Premises on the Effective Date, Lessor may not place, plant or allow any trees, activities, structures or improvements on the Easement Premises or on any adjacent or nearby property of Lessor or any Lessor affiliate after the date of this Agreement which may, in Lessee's sole judgment, impede, diminish or interfere with the receipt of sunlight at any Solar Site, unless Lessor has received advance written approval from Lessee for installation of any such trees, activities, structure or improvement. In the event Lessor places, plants or allows trees, structures or improvements on the Easement Premises that violate the provisions of this Section 3.2, Lessee may notify Lessor and request removal of the applicable tree, structure or improvement, or modification thereof to comply with this Section 3.2. Lessor shall remove or modify such trees, structures or improvements within thirty (30) days of such notice. If Lessor fails to remove or modify the tree, structure or improvement as

requested, Lessee shall be entitled to cause the removal or modification necessary to eliminate the interference with any Solar Site and to then deduct the cost of such work from any payment (including Rent) due from Lessee to Lessor under this Agreement.

Section 3.3. Placement of Facilities. Lessee shall have an exclusive easement to place Facilities on the Lease Premises.

Section 3.4. Easement for Solar Effects. Lessor grants to Lessee an easement and license for each Facility to create, cause, increase, accentuate, or otherwise contribute to the occurrence of light, shadows, shadow and light flickering, glare, reflection and other effects attributable to each Facility or operations located on the Lease Premises or on adjacent properties on and across the Lessor Property, and Lessor waives and releases any claims or causes of action arising from or related to the occurrence of any such events.

Section 3.5. Easement for Ingress and Egress. Lessee shall be entitled to ingress and egress to and from the Lease Premises, the Facility and appurtenant equipment and electrical power lines over the Lease Premises and Lessor Property and such additional areas of the Lessor Property as shall be reasonably necessary to access a public roadway or alley. In addition Lessor grants Lessee an access easement (“Access Easement”) through the Lessor Property for purposes of Lessee’s access to the Facility on the Lease Premises (the “Access Premises”). Lessee may construct, use and/or maintain a road within the Access Premises at Lessee’s expense.

Section 3.6. Easement for Distribution Lines. Lessor grants to Lessee an easement on and through that portion of the Lessor Property to be defined pursuant to Section 2.4 (the “Distribution Premises”) for the purpose of installing, operating and maintaining an electric distribution line and related communication lines between the Facility and electrical facilities owned by Northern States Power Company, a subsidiary of Xcel Energy (“Utility”).

Section 3.7. Cooperation Regarding Utility Easements. Lessor acknowledges that the Facility must be interconnected to the network or grid of Utility, and that such interconnection may require Lessor to grant separate easements to Utility for access, transmission, facilities, or the like. Lessor agrees to negotiate in good faith, and to cooperate with, Lessee and Utility for the purpose of effecting the interconnection.

ARTICLE IV RENT AND TAXES

Section 4.1. Rent.

(a) If Lessee elects not to exercise the Option, Lessee shall pay Lessor \$1,000.00 as consideration for its rights under this Agreement during the Option Period. Any payment due pursuant to this Section 4.1(a) shall be due and payable on the last day of the Option Period.

(b) If Lessee elects to exercise the Option, Lessee shall pay Lessor the following amounts (collectively, the "Rent"):

(i) On the Lease Effective Date, Lessee shall pay Rent of \$1,000.00; For the period of time between the Construction Date and the Commercial Operation Date (the "Construction Period"); Lessee shall pay Rent in the amount and in the manner set forth for such period on Exhibit D; and

(ii) From and after the Commercial Operation Date, Lessee shall pay Rent in the amount and in the manner set forth for such period on Exhibit D.

The "Construction Date" shall be the date on which construction of the Facility commences, as declared by the Lessee in a written notice to the Lessor. The "Commercial Operation Date" shall be the first day of the first full month after the Facility commences commercial production and sale of electricity on the Lease Premises.

(c) Lessor and Lessee acknowledge and agree that the Commercial Operation Date is expected to occur not later than three years after the Lease Effective Date (the last day of such period, as the same may be extended due to Force Majeure or by mutual agreement of the parties, is referred to herein as the "Commercial Operation Date Deadline"). If the Commercial Operation Date does not occur on or prior to the Commercial Operation Date Deadline, then:

(i) Lessee may commence paying Rent as if the Commercial Operation Date had occurred, in which case the Commercial Operation Date Deadline shall be deemed to be the Commercial Operation Date and this Agreement shall remain in full force and effect; or

(ii) Lessee may elect not to commence paying Rent as if the Commercial Operation Date had occurred, in which case either Lessee or Lessor may, if the Commercial Operation Date does not occur within ninety days following the Commercial Operation Date Deadline, elect to terminate the Lease by delivering written notice to the other to such effect, in which case neither Lessee nor Lessor shall have any further obligations under this Agreement and Lessee shall have no further obligation to pay Rent to Lessor.

Lessee shall use commercially reasonable efforts to have the Commercial Operation Date occur on or before Commercial Operation Date Deadline.

Section 4.2. Taxes, Assessments and Utilities.

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Lessor Property, including the Lease Premises, Easement Premises, Access Premises and Distribution Premises, and all personal property taxes and assessments levied against any of the Lessor Improvements. Subject to Section 4.2 (c), if Lessor fails to pay any such taxes or assessments when due, Lessee may, at its option, pay those

taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any payment (including Rent) due from Lessee to Lessor under this Agreement.

(b) Lessee shall pay all personal property, production and other taxes and assessments levied against the Facility or its energy production when due, including any equipment within the Access Premises or Distribution Premises. If the Lessor Property or Lease Premises experiences any increase in the amount of real property taxes assessed against it as a result of the installation of the Facility on the Lease Premises, including any reclassification of the Lessor Property or Lease Premises pursuant to applicable law, Lessee shall pay or reimburse Lessor an amount equal to the increase caused by the Facility no later than ten (10) days prior to the date on which the applicable real estate taxes are due to be paid by Lessor, provided that not less than thirty (30) days prior to such due date Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Lessor Property or Lease Premises and any related information demonstrating the increase was caused by the Facility and the amount of the increase.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

Section 4.3. Crop Damages.

(a) Should the Lessor incur crop damages as a result of construction activities that begin prior to harvest for the year in which the Construction Date occurs, Lessee shall pay Lessor damages for crops that are planted on the Lease Premises and lost or destroyed due to Lessor's construction activities ("Damages"). Such Damages will be calculated as follows:

$$\text{Unit Price} \times \text{Unit Yield Per Acre} \times \text{Acres Damaged} = \text{Damages}$$

"Unit Price" is the price for crops of the type that are lost, based on the current Chicago Mercantile Exchange. The "Unit Yield" is the average of the previous three (3) seasons' unit yields according to Lessor's records for the smallest parcel of land that includes the damaged area. If Lessor does not have yield records available, the parties will use the Farm Service Agency records or other commonly used yield information available for the area. The parties shall try in good faith to agree to the extent of damage and acreage affected. If the parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial third party such as a crop insurance adjuster or extension agent. Payment shall

be made within sixty (60) days after determining extent of damage. Lessee shall not be required to pay more than a single year's crop loss.

(b) On and after the Construction Date, Lessee shall not be obligated to pay Lessor or its tenants for any loss of income, rent, business opportunities, crops, profits or other losses arising from Lessor's inability to grow crops or otherwise use that portion of the Lease Premises, Access Premises or Distribution Premises physically occupied by Lessee and the Facility, consideration for which is included in Rent.

(c) The parties anticipate and acknowledge that Lessor or its tenants may suffer damage to crops or improvements on the Lessor Property during Lessee's construction, installation and maintenance of the Facility on the Lease Premises and Distribution Premises. Lessee shall pay Lessor fair compensation for any such losses or damage caused by Lessee's activities, and, if the parties cannot reach agreement as to an amount which would constitute fair compensation, the issue shall be submitted to arbitration before a qualified appraiser or any other arbitrator mutually agreed to by the parties. To the extent Lessee pays Lessor compensation for losses or similar damages suffered by a tenant of Lessor, Lessor shall pay the tenant the applicable compensation and Lessor agrees to indemnify and hold Lessee harmless from any failure by Lessor to advance or remit such compensation to its tenant.

ARTICLE V TERMINATION; DEFAULT

Section 5.1. Termination. This Agreement shall terminate upon the first to occur of the following:

(a) On the last day of the Option Period if Lessee's fails to exercise the Option by the end of the Option Period;

(b) Upon the expiration of the Lease Term, as the same may be extended pursuant to Section 2.2;

(c) Upon the written agreement of the parties to terminate this Agreement;

(d) Upon an uncured Event of Default by a party and the written election of the non-defaulting party to terminate this Agreement pursuant to Section 5.2;

(e) Upon Lessee's notice to terminate pursuant to Section 10.1; or

(f) Upon written notice to terminate by Lessee or Lessor pursuant to Section 4.1(c)(ii).

Section 5.2. Events of Default.

(a) Each of the following shall constitute an event of default (“Event of Default”) that shall permit the non-defaulting party to terminate this Agreement or pursue other remedies available at law or equity:

(i) any failure by Lessee to pay Rent if the failure to pay continues for thirty (30) days after written notice from Lessor;

(ii) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

(b) For all claims, causes of action and damages, the parties shall be entitled to the recovery of actual damages allowed by law unless otherwise limited by this Agreement. Neither the enumeration of Events of Default in Section 5.2 nor the termination of this Agreement by a non-defaulting Party shall limit the right of a non-defaulting Party to rights and remedies available at law, including, but not limited to, claims for breach of contract or failure to perform by the other Party and for direct damages incurred by the non-defaulting Party as a result of the termination of this Agreement.

Section 5.3. Effect of Termination.

(a) Upon the termination or expiration of this Agreement, whether as to the entire Lease Premises or only as to part, Lessee shall remove the Facility located on the portion of the Lease Premises that is terminated or expired within twelve months from the date of such expiration or termination. During such period, Lessee shall be required to pay the amounts set forth in Section 4.

(b) The duty to remove the Facility under Section 5.3(a) shall include the duty to (a) remove from the Lease Premises (or applicable portion thereof) all above surface grade equipment relating to the Facility and other personal property owned, located, installed or constructed by or on behalf of Lessee thereon, (b) remove (from the Lease Premises or applicable portion thereof) all foundations and other fixtures of Lessee, (c) cover up all pit holes, trenches and other borings and excavations made by or on behalf of Lessee on the Lease Premises (or applicable portion thereof), and (d) leave the surface of the Lease Premises (or applicable portion thereof) free from debris arising from the foregoing or from the operations or activities of Lessee. Reclamation shall include, as reasonably required, repair or replacement of damaged drainage tile, leveling, terracing, mulching and other reasonably necessary measures to prevent soil erosion.

(c) Lessor shall provide Lessee with reasonable access to the Lease Premises during the performance of such removal and other work by Lessee for a period of twelve (12) months following the termination or expiration of this Agreement.

(d) If Lessee fails to remove all applicable parts of the Facility within twelve (12) months following the termination or expiration of this Agreement, or such longer period as Lessor may provide by extension, that portion of Facility shall be considered abandoned by Lessee and Lessor may remove that portion of the Facility from the Lease Premises and dispose of it in its sole discretion without notice or liability to Lessee. In the event Lessee fails to remove any of the Facility as required, Lessor may do so, in which case Lessee shall, within thirty days after receipt of an invoice from Lessor, reimburse Lessor for reasonable and documented costs of removal and restoration incurred by Lessor, net of any amounts reasonably recoverable by Lessor with respect to the salvage value of any such equipment.

Section 5.4. Surrender. Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender possession of the Lease Premises.

Section 5.5. Specific Performance. Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach. As a result, Lessee shall have the right to seek specific enforcement of this Agreement. In that event, Lessor agrees that Lessee has no adequate remedy at law.

Section 5.6. No Consequential Damages. Notwithstanding anything to the contrary in this Agreement, except as specifically set forth in Section 7.6(b) and Section 8.1, neither Lessee nor Lessor shall be entitled to, and each expressly waives, any and all rights to recover consequential, incidental, punitive, indirect or exemplary damages, including, but not limited to, loss of use, loss of revenues, loss of profit, interest charges, or cost of capital, however arising, whether in contract, tort, equity or otherwise, with respect to any claim, action or damages arising from or in connection with this Agreement. Lessee's members, subscribers and Lenders shall have no personal liability or responsibility to Lessor for any damages incurred by Lessor pursuant to this Agreement, and Lessee shall be exclusively responsible to Lessor for any such damages, subject to the provisions of this Agreement.

Section 5.7. Survival of Covenants. The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee including, but not limited to, the easement described in Article III and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger set of facilities serving several solar energy facilities with which the Facility will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Facility, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Facility or related solar projects or facilities remain operational.

ARTICLE VI LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 6.1. Liens. Except as expressly provided in this Agreement, Lessee shall keep the Lease Premises and Lessor Property free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or the Facility on the Lease Premises in connection with Lessee's use of the Lease Premises. Lessee may contest any such lien, but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of the creation of any such lien or encumbrance.

Section 6.2. Permits and Laws.

(a) Lessee and its subcontractors, agents and designees shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority ("Requirements of Law"), with respect to Lessee's activities pursuant to this Agreement, including Environmental Law, and shall obtain all material permits, licenses and authorizations required thereunder to conduct any and all such activities.

(b) Lessee shall design, construct, install and operate the Facility and any related equipment in all material respects in accordance with Prudent Electric Industry Practice, all Requirements of Law, any local electrical code, and the requirements of Utility.

Section 6.3. Lessee's Improvements.

(a) The Facility and related equipment constructed, installed or placed on the Lease Premises and within the Distribution Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor agrees that it shall have no ownership or other interest in the Facility and related equipment owned by Lessee on the Lease Premises or within the Distribution Premises. The Facility is and shall remain personalty of the Lessee, notwithstanding any present or future common ownership of the Facility and the Lease Premises, and irrespective of whether any of the Facility is deemed to be a fixture or otherwise part of the Lessor Property or any improvements on the Lessor Property, and Lessor acknowledges that the Facility is and shall remain personal property of Lessee irrespective of the manner of its attachment or connection to the Lessor Property. Lessor acknowledges that Lessee's lenders ("Lenders") may request a first priority security interest in the Facility as collateral for financing of the Facility, and Lessor consents to the grant by Lessee of such a security interest, and the filing of instruments necessary to perfect such a security interest under the Uniform Commercial Code in the Facility as personal property of the Lessee.

(b) Throughout the Lease Term, Lessee shall, at its sole cost and expense, maintain the Facility in good condition and repair, ordinary wear and tear excepted. Any portion of the Facility constructed, installed or placed on the Lease Premises by Lessee pursuant to this Agreement may be replaced, repaired or refurbished by Lessee at any time.

(c) Lessee shall use reasonable care in the installation and construction of the Facility so as to avoid damage to the Lessor Improvements and Lease Premises and risk of injury to Lessor's employees, customers, tenants, guests and invitees. Lessee shall secure its equipment, interests and supplies during construction, and remove any construction debris on a regular basis.

Section 6.4. Hazardous Wastes. Lessee shall not use, store, dispose of or release on the Lease Premises or Lessor Property or cause or permit to be used, stored, disposed of or released on the Lease Premises as a result of Lessee's activities, any Hazardous Substances, except in such quantities as may be required connection with: (i) the construction, operation and/or maintenance of the Facility; and (ii) Lessor's in normal business operations, and, in each case, only in compliance with Environmental Laws.

Section 6.5. Insurance.

(a) Lessee shall obtain and maintain in force the following policies of insurance covering the Facility and Lessee's activities on the Lease Premises and Lessor Property at all times during the Lease Term: comprehensive general liability insurance with coverage for property damage and for bodily injury or death to any person on a per occurrence basis, and such other insurance and liability limits as is required by Minnesota State law. Such insurance coverage for the Facility, Lease Premises, Access Premises and Distribution Premises may be provided as part of a blanket policy that covers other facilities or properties as well. Any such policies shall name Lessor as an additional insured and shall provide for thirty (30) days prior written notice to Lessor of any cancellation or material change.

(b) Lessor shall procure and maintain comprehensive general liability insurance with respect to the Lessor Property and any improvements thereon, and its related activities with coverage for property damage and for bodily injury or death to any person on a per occurrence basis; and such other coverage and liability limits as required by Minnesota State law, and shall name Lessee as an additional insured.

(c) Each party shall provide copies of certificates of insurance reflecting the required policies and coverage upon request by the other party.

Section 6.6. Notice of Access. Without limiting or reducing the rights of access granted to Lessee pursuant to this Agreement, to the extent Lessee's access to the Facility can only be accomplished by entry to, on, through or over the Lessor Property and outside the Access Easement, Lessee agrees to give Lessor reasonable notice

before any entry in, through or over the applicable Lessor Property by Lessee or its agents, employees and contractors. Notwithstanding this provision, Lessee shall be permitted to enter the Lease Premises at all times in case of an Emergency related to the Facility without prior notice, and Lessee shall notify Lessor as soon as practicable after any such entry.

Section 6.7. Relationship with Utility. Lessee shall be solely responsible for the negotiation and performance of any agreement with Utility or any other purchaser of the electricity generated by the Facility, and any sale agreements by which Environmental Attributes are conveyed. Lessor agrees to cooperate with Lessee in this respect by providing information in its possession, custody or control upon reasonable request.

Section 6.8. Utilities. Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Facility or Lessee on the Lease Premises.

Section 6.9. Interconnection of Electrical Facilities. If the Facility is constructed, Lessee shall interconnect the Facility Utility's electrical system at the location and in the manner described in Exhibit C ("Interconnection Point") unless otherwise required by Utility. Lessor agrees to permit Lessee to interconnect the Facility with Utility on the Lessor Property, if applicable, and to deliver electricity to Utility at the Utility Interconnection Point. As between Lessor and Lessee, Lessee shall be responsible for all costs of procuring, installing, maintaining and operating any equipment or facilities necessary to interconnect the Facility at the Utility Interconnection Point. Lessee shall design, install, operate and maintain all interconnection facilities and equipment, meters and other electrical equipment so as to minimize or prevent any adverse effect on Lessor, Lessor Improvements or Lessor's operations and activities on the Lessor Property.

ARTICLE VII LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 7.1. Title and Authority. Lessor is the sole owner of the Lessor Property, Lessor Improvements, Easement Premises and Lease Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Lessor Property, Lessor Improvements, Easement Premises and Lease Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. There are no encumbrances or liens against the Lease Premises except as listed on Exhibit F. There are no leases or agreements, including crop farmer leases, affecting the Lease Premises, except as set forth on Exhibit F. Lessor agrees to deliver any documents necessary to correct any title defects which would, if not corrected,

adversely affect Lessee's rights hereunder or its ability to obtain and maintain financing of the Facility.

Section 7.2. Quiet Enjoyment. Lessor covenants that Lessee shall have the right of quiet use and enjoyment of the Lease Premises, Access Premises and Distribution Premises for the Lease Term in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Lease Premises, Access Premises and Distribution Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with the receipt of sunlight over the Easement Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Facility, except as otherwise permitted pursuant to this Agreement.

Section 7.3. Hazardous Materials. Lessor shall not use, store, dispose of or release on the Lease Premises or cause or permit to be used, stored, disposed of or released on the Lease Premises as a result of Lessor's operations, any Hazardous Substance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that as of the date of this Agreement, to the best of Lessor's knowledge, there are no Hazardous Substances on, in or under the Lease Premises, Lessor Property, or any improvements thereon, in violation of Environmental Laws.

Section 7.4. Cooperation. Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Lease Premises, Access Premises, and Distribution Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Agreement. Lessor shall also cooperate with Lessee to obtain and maintain any approvals, authorization and permits needed in connection with the analysis, development, construction, maintenance, and operation of the Facility. Lessor shall also provide Lessee with such further assurances and shall execute any estoppels certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its Lenders.

Section 7.5. Environmental Attributes, Energy and Capacity; Tax Incentives.

(a) Lessor acknowledges that Lessee retains all rights to any Environmental Attributes arising from the Facility and the electricity and capacity produced by the Facility irrespective of whether Lessor consumes or uses any of the electricity generated by the Facility and that Lessor has no title or right to any such Environmental Attributes related

to, arising from or associated with the Facility or any electrical capacity or energy created by the Facility.

(b) For the avoidance of doubt, Lessee's Environmental Attributes include all rights to report, market and otherwise receive credit for the creation of electricity using the Facility. Lessor agrees not to publicize, report, market or otherwise take credit for the creation or use of the Environmental Attributes or electricity from the Facility in any manner which would interfere with the Lessee's rights to such Environmental Attributes or diminish the value of Lessee's Environmental Attributes. Lessee shall have the right to sell any or all such Environmental Attributes to another person in its sole discretion. Lessor and Lessee shall cooperate to identify appropriate public statements which Lessor may use regarding the Facility that will not interfere with Lessee's Environmental Attributes.

(c) Any grant, rebate, incentive payment, tax credit or any other cash or tax benefit arising from or associated with the installation or ownership of the Facility or the production of energy and capacity by the Facility, shall inure to the exclusive benefit of Lessee, including, but not limited to, any production tax credit or investment tax credit pursuant to 26 U.S.C. Sections 45 and 48 or any other U.S. federal tax credits based on energy investment or similar state tax law provisions. Lessor shall cooperate with Lessee in any applications for such benefits or credits to the extent Lessor's participation is necessary for eligibility, and if any such program or benefit requires the Lessor to be the recipient, Lessor agrees to assign or reimburse any such amounts received to Lessee.

Section 7.6. Drain Tile Work.

(a) If during the Lease Term, Lessor needs to perform maintenance work to Lessor's drain tiles on the Lessor Property or repair or replace the drain tiles on the Lessor Property ("Drain Tile Work"), Lessee agrees to cooperate and work with Lessor to achieve said Drain Tile Work. Lessee agrees to provide commercially reasonable assistance to Lessor and its agents, including providing one or more electrical engineers or other appropriately qualified personnel, as reasonably determined by Lessee, who can de-energize or disassemble portions of the Facility as identified by Lessor or its agents to allow access for inspection and maintenance. Lessor agrees to pay an hourly rate of \$100 for each man-hour in which the engineers or other personnel provided by Lessee are required to be available (as billed in minimum increments of four hours), but such hourly rate will be multiplied by 1.5 for any man-hour outside of normal business hours (Monday through Friday 8:00 A.M. through 6:00 P.M.).

(b) Lessor agrees to provide at least ten (10) days' notice to Lessee of its intention to perform said Drain Tile Work if it will require the relocation of any portion of the Facility. If a temporary relocation of any portion of the Facility is required to accommodate the Drain Tile Work, Lessor agrees to exercise commercially reasonable efforts to identify a technically feasible alternative location for the relocation portion of Facility which will not impede the Drain Tile Work. All Drain Tile Work by Lessor shall be

completed in commercially reasonable manner and with the goal of minimizing the disruption to Lessee's operations and the Facility. Notwithstanding the foregoing, Lessor shall be liable to Lessee for any costs or damages as a result of such relocation including, but not limited to, loss of business income or opportunity. Lessee shall move the effected Facility back to its original location after the Drain Tile Work is completed unless the parties agree to utilize the relocated area permanently. The cost of relocating the Facility to accommodate Drain Tile Work shall be paid by Lessor.

ARTICLE VIII INDEMNIFICATION

Section 8.1. Indemnification. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives, mortgagees and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, fines, penalties, expenses and liabilities for physical damage to property and for death or physical injury to any person, including, without limitation, reasonable attorneys' fees and consequential damages ("Damages"), to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Lessor Property or Lease Premises; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Agreement by the Indemnifying Party. Nothing in this Section shall relieve Lessor or Lessee of any liability to the other for any breach of this Agreement. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Indemnified Parties but the Indemnifying Party's liability to pay damages to the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party's negligence or intentional acts, errors or omissions caused the Damages. Notwithstanding the foregoing, Lessor shall be solely responsible for and shall indemnify, defend and hold harmless Lessee and its officers, directors employees, representatives, mortgagees and agents from and against any and all Damages (including any costs of environmental investigation and/or remediation) resulting from any violation of Environmental Law or the use, presence or release of Hazardous Substances at, on, under or from the Lessor Property or Premises (i) occurring prior to the date of this Agreement, or (ii) by any person, operation or activity other than the operations and activities of Lessee, including the migration of Hazardous Substances onto the Lessor Property or Premises from any off-site source. Neither Party shall be indemnified for its Damages resulting from its sole negligence or intentional wrongful acts. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy. This indemnification provision shall survive the expiration or termination of this Agreement.

ARTICLE IX ASSIGNMENT; ENCUMBRANCE OF LEASE PREMISES

Section 9.1. Right to Encumber.

(a) Lessee may at any time mortgage, pledge or encumber all or any part of its interest in the Lease Premises and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Lease Premises or rights under this Agreement to any Lender without the consent of Lessor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly. Lessee shall notify Lessor of the identity and notice address for any Lender, but failure to do so will not be a default under this Agreement.

(b) Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease Premises are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender. Lessor agrees to cooperate with any lender and agrees to consider and negotiate in good faith any modifications to this Agreement which may be requested by any Lender; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by Lessee or the Lenders, Lessor agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Lenders.

(c) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent or cure a default under this Agreement and any forfeiture of any of Lessee's rights under this Agreement as if done by Lessee itself.

(d) During the time all or any part of Lessee's interests in the Lease Premises are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least thirty (30) days to cure the default to prevent termination of this Agreement. If such default cannot reasonably be cured within such thirty (30) day period, or if within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement or enforce another remedy available to Lender with respect to Lessee in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a sufficient period of time as may be necessary for the Lender, with the exercise of due diligence, to foreclose, acquire Lessee's interest under this Agreement or otherwise enforce its remedies with respect to Lessee, and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose, acquire Lessee's interest or otherwise enforce its remedies with respect to Lessee shall be extended to the extent Lender is prohibited by an order or injunction issued by a court

or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition. In no event, however, shall any Lender be required to cure any default that is not reasonably susceptible of being cured or performed by such Lender, and any such defaults shall be deemed waived.

(e) The acquisition of all or any part of Lessee's interests in this Agreement by any Lender through foreclosure or other judicial or non-judicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(f) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Lease Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of this Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease, Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 9.2. Assignment. Lessee may assign, sublease, transfer or convey its interests in this Agreement to an affiliate or subsidiary of Lessee which will own, lease or otherwise control the Facility, or an entity through which succeeds to all or substantially all Lessee's assets, without Lessor's consent. Lessee may also assign, sublease, transfer or convey its interests in this Agreement to a third party without Lessor's consent, provided that (i) any such assignment or conveyance shall not be for a period beyond the Term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under this Agreement to the assignee or transferee and the assignee or transferee expressly agrees in writing to perform the Lessee's obligations, covenants and conditions. Any permitted assignee or transferee of Lessee's rights or interests under this Agreement shall be entitled to receive Lessor's performance of Lessor's obligations under this

Agreement and Lessor shall accept the assignee or transferee as the Lessee under this Agreement in all respects.

Section 9.3. Continuing Nature of Obligations; Memorandum.

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross, representing interests personal to and for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easement. The easement and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights granted in this Agreement and, as between the Lease Premises and other tracts of property, no tract is considered dominant or servient as to the other.

(b) The burdens of the easements and all other rights granted to Lessee in this Agreement shall run with and against the Lease Premises and the Easement Premises and shall be a charge and burden on the Lease Premises and the Easement Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease Premises, including the easements and all other rights granted to Lessee in this Agreement, shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees. Lessor acknowledges that it may not sell, transfer, lease, assign, mortgage, or otherwise encumber the Facility or Lessee's interest in and all other rights granted to Lessee in this Agreement and related easements, and any sale or conveyance of the Lessor Property or Lessor Improvements shall be subject to the leasehold and easement interests of Lessee in this Agreement.

(c) Lessor and Lessee shall execute, and Lessee shall have the right to record, a short form, recordable memorandum of this Agreement in a form provided by Lessee. Lessor hereby consents to the recordation of such memorandum, which will reflect basic terms of this Agreement, including, but not limited to, the solar easement as is required under Minnesota Statutes Section 500.30. Upon the expiration or termination of this Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such expiration or termination to Lessee.

ARTICLE X CONDEMNATION; FORCE MAJEURE

Section 10.1. Condemnation. If eminent domain proceedings are commenced against all or any portion of the Lease Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of the Facility on the Lease Premises or related facilities, the parties shall either amend this Agreement to reflect any necessary relocation of the Facility which will preserve the value and benefit of the Lease Premises to Lessee,

together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither party shall have any further obligations.

Section 10.2. Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any Facility or the loss of any of the Facility or the loss of use of the Lease Premises pursuant to this Agreement. Lessee shall have the right to participate in any condemnation proceedings to protect its Facility and its rights and interests under this Agreement.

Section 10.3. Force Majeure. Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided, and includes, but is not limited to, fire, earthquake, flood, hurricane, tornado, war, epidemics, riot or civil strife, strikes or labor disputes, or the action by any governmental authority to prohibit the performance of the applicable obligation for reasons not attributable to the affected party. The affected party shall notify the other party of the occurrence of the Force Majeure and its effect on performance of this Agreement and shall take all reasonable efforts to remove or overcome the effects of the Force Majeure preventing performance of its obligations under this Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.1. Notice. Notices, consents or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, or U.S. certified mail postage prepaid and shall be sent to the respective parties as follows:

To Lessor: City of Grand Rapids
Attn: City Administrator
420 No. Pokegama Ave.
Grand Rapids, MN 55744

Itasca County
Attn: County Administrator
123 NE 4th St.,
Grand Rapids, MN 55744

To Lessee: USS Itasca Clean Energy LLC

100 North 6th Street, Suite 218C
Minneapolis, MN 55403
Attention: Real Estate Notices

Notice shall be deemed delivered upon receipt or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any party may change the address for notice by notice to the other party.

Section 11.2. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a party to this Agreement. Except for the rights of Lenders set forth above and the successors and assigns of Lessee and Lessor, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 11.3. Entire Agreement.

(a) It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties.

(b) If, at any time during the term of this Agreement, Lessee deems it to be necessary or desirable to meet legal, regulatory or other requirements, Lessee may request that Lessor re-execute a new agreement substantially in the form of this Agreement with the same rents and with a term equal to the term of this Agreement remaining as of the date of execution of the new agreement, and Lessor shall execute and enter into the new agreement with Lessee or its designee.

Section 11.4. Governing Law; Legal Matters.

(a) This Agreement is made in Minnesota and shall be governed by the laws of the State of Minnesota. This instrument is exempt from Minnesota deed tax. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in a state court located in Minnesota.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED

TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 11.5. Cooperation. Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective parties.

Section 11.6. Waiver. Neither party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 11.7. Relationship of Parties. The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 11.8. Confidentiality.

(a) The parties acknowledge that during the course of the performance of their respective obligations under this Agreement, either party may need to provide information to the other party that the disclosing party deems to be confidential, proprietary or a trade secret. Any such information that is marked confidential shall be treated confidential by the receiving party and shall not be disclosed to any other person without the prior consent of the disclosing party. Information shall not be considered confidential to the extent it is (i) already in the public domain through no act or omission of the receiving party; or (ii) was known to the receiving party at the time of the disclosure without a breach of this Agreement or any other confidentiality provision by the receiving party.

(b) Subject to the exceptions set forth in Section 11.8(a), Lessor shall keep confidential, whether marked as such or not, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site design, any solar resource data with respect to the Lease Premises or otherwise obtained from Lessee, any information about any Utility contract to which Lessee is a party, the results of any studies

conducted as to the feasibility of the Facility, and any information about the performance of the Facility, including, in this respect, but not limited to, any information about possible issues with such performance. Lessor may disclose such information to its attorneys, accountants and personal financial advisors solely for use in connection with their representation and work for the Lessor; a bona fide prospective purchaser of the Lessor Property or Lessor Improvements who agrees to execute a confidentiality agreement acceptable in form and substance to Lessee; or pursuant to an order of a governmental authority with jurisdiction after having given Lessee notice of such order and the opportunity to oppose or seek a stay of the order.

Section 11.9. Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in full force. The parties will, however, use their best efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

Section 11.10. Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 11.11. Multiple Land Owners. The following shall apply in the event that Lessor is comprised of two or more persons or entities at any time during the term of this Agreement. Any obligation under this Agreement for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 11.1 at the address for such party given in Section 11.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties then comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Lease Premises or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Agreement and to provide all notices to Lessor under this Agreement directly to the party named in Section 11.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves and agrees to resolve any dispute they might have between themselves, and shall not join Lessee in any such dispute.

Section 11.12. Burdens Run With and Against the Land. The burdens of the easements and related rights granted to Lessee in this Agreement shall run with and against the Lease Premises during the term of this Agreement and shall be a charge and burden on the Lease Premises and shall be binding upon and against Lessor and its

successors, assigns, permittees, licensees, lessees, employees and agents. This Agreement and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and project lessees.

[Signature Pages Follow]

LESSOR
As to Parcel No. 1:
City of Grand Rapids, a Minnesota municipal corporation

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 2:
City of Grand Rapids, a Minnesota municipal corporation
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
County of Itasca, Minnesota
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 3:

Grand Rapids / Itasca County Joint Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 4:

Grand Rapids - Itasca County Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

EXHIBIT A

Description of Premises, Lessor Property, and Access Premises

1. Lessor Property

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township

Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

2. Lease Premises

Up to 15 acres of the four tracts comprising the Lessor Property as described above.

3. Access Premises and Distribution Premises

An Access Premises will be provided directly from an existing public road to the Lease Premises.

A Distribution Premises will be provided from the Lease Premises to the Interconnection Point.

EXHIBIT B

Description of Easement Premises

1. Easement Premises.

Up to 20 acres of the four tract in Itasca County, Minnesota.

EXHIBIT C

Interconnection Point

Interconnection of the Facility with Utility will be at the distribution pole located on one side of the Lessor Property, unless otherwise required by Utility.

EXHIBIT D

Rent

1. On the Lease Effective Date, Lessee shall pay Lessor \$1,000, as provided in Section 4.1(b).
2. During the Construction Period, Lessee shall pay Lessor Rent in an amount equal to \$250 per acre within the Lease Premises annually (paid quarterly, in advance), with the acreage determined after any adjustments to the size of the Lease Premises pursuant to Section 2.4.
3. From and after the Commercial Operation Date, Rent shall be equal to \$14,550 per year for the Lease Premises annually (paid quarterly in advance), subject to a 1% escalation per year on the anniversary of the Commercial Operation Date.

All amounts shall be prorated as applicable.

EXHIBIT E

Additional Defined Terms

The terms defined below, when capitalized and used in the Agreement, shall have the meanings given to them in this Exhibit E.

1. Emergency: Any condition or situation that, in the judgment of Lessor, Lessee or Utility (i) creates a risk of injury to any person or of material damage to property, including the Lessor Improvements or Facility; or (ii) adversely affects the ability of Utility to provide to Lessor, or Lessor to receive, safe and reliable electrical service at the Lessor Property.
2. Environmental Attributes: All attributes of an environmental or other nature that are created or otherwise arise from the Facility, generation of electricity using sunlight as a source of energy, either in its own right or in contrast to the generation of electricity using nuclear or fossil fuels or resources, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a “green” or “renewable” energy resource, including any and all environmental air quality credits, emissions reductions, allowances, offsets or other benefits related to the use of solar energy at the Lessor Property in a manner which reduces, displaces or offsets emissions resulting from fuel combustion pursuant to any existing or future international, federal, regional, state or local legislation, regulation, agreement or voluntary agreement, and the aggregate amount of credits, offsets or other benefits related to any environmental or renewable energy credit trading program, information system or tracking system associated with the energy generated from the Facility, and any credits, allowances, offsets, or emission or pollution reductions for substances such as mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter, or other contaminants or air, water or soil under federal, state, regional or local law or any international regulatory or voluntary program, including the United Nations Framework Convention on Climate Change and related Kyoto Protocol and similar or successor programs, treaties, agreements, laws and regulations.
3. Environmental Law: All applicable federal, state and local laws, including statutes, regulations, rulings, orders, and legally binding governmental restrictions and requirements, relating to the production, handling, release, discharge, treatment or disposal of air pollutants, water pollutants, process waste water, Hazardous Substances, toxic substances or otherwise relating to the natural environment or natural resources, each as amended from time to time, including, but not limited to (i) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (ii) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; (iii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et. seq.; (iv) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; (v) the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; (vi) Occupational Safety and Health Act of 1970; (vii) the Emergency Planning and

Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and (viii) any other similar applicable federal, state or local law.

4. Hazardous Substance: (A) Any substance that is listed, defined, designated, classified or regulated under any Environmental Law as a (i) hazardous material, substance, constituent or waste, (ii) toxic material, substance, constituent or waste, (iii) radioactive material, substance, constituent or waste, (iv) dangerous material, substance, constituent or waste, (v) pollutant, (vi) contaminant, or (vii) special waste, including petroleum, petroleum products, polychlorinated biphenyls, pesticides and asbestos.

5. Lessor Improvements: The structures, facilities, fixtures, fences, tiling systems and other tangible property owned or controlled by Lessor and located on the Lessor Property.

6. Prudent Electric Industry Practice: Those methods and that equipment, as changed from time to time, that are commonly used and accepted in electrical engineering and operations to operate electrical equipment lawfully and with safety, dependability and efficiency, including, but not limited to, the requirements of the National Electric Safety Code, the National Electrical Code, Utility, and any Requirement of Law.

EXHIBIT F

Liens or Encumbrance

Leases Affecting the Lease Premises

_____ (Top 3 inches Reserved for Recording Data) _____

MEMORANDUM OF LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF OPTION TO LEASE, LEASE AND SOLAR EASEMENT (this “**Memorandum**”), dated as of January __, 2021 (the “**Effective Date**”), is made by and between, City of Grand Rapids, a Minnesota municipal corporation, as 100% fee owner of Parcel No. 1, the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common of Parcel No. 2, the Grand Rapids / Itasca County Joint Airport Commission, as 100% fee owner of Parcel No. 3, and the Grand Rapids – Itasca County Airport Commission, as 100% fee owner of Parcel No. 4, (collectively, “**Lessor**”) and **USS ITASCA CLEAN ENERGY LLC**, a Delaware limited liability company, whose address is 100 N 6th St., Suite 410B, Minneapolis, MN 55403 (“**Lessee**”).

A. Lessor is the owner of real property located in Itasca County, Minnesota, that is legally described in Exhibit A (the “**Lessor Property**”).

B. Lessor and Lessee have entered into that certain Option to Lease, Lease and Solar Easement (the “**Lease**”), having an effective date of January __, 2021, whereby Lessor leases to Lessee and Lessee leases from Lessor a portion of the Lessor Property (the “**Premises**”) for the purposes of the Facility (as defined below).

C. Lessor and Lessee wish to give record notice of the existence of the Lease.

NOW THEREFORE, in consideration sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PURPOSE OF LEASE. THE LEASE IS SOLELY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION AND RELATED PURPOSES, AND THROUGHOUT THE TERM OF THE LEASE, LESSEE SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO USE THE LESSOR PROPERTY FOR SUCH

PURPOSES. FOR PURPOSES OF THE LEASE, PHOTOVOLTAIC ENERGY GENERATION PURPOSES MEANS: (I) MONITORING, TESTING AND ASSESSING THE LESSOR PROPERTY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION, AND (II) DEVELOPING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING PHOTOVOLTAIC ELECTRIC ENERGY GENERATING EQUIPMENT, SUPPORTING STRUCTURES AND BALLASTS, INVERTERS, ELECTRICAL STORAGE AND TRANSFORMERS, FIXTURES, ELECTRIC DISTRIBUTION LINES, COMMUNICATION LINES, METERING EQUIPMENT, PERIMETER FENCING, INTERCONNECTION FACILITIES AND RELATED FACILITIES AND EQUIPMENT (COLLECTIVELY, THE "FACILITY") ON THE LESSOR PROPERTY. ANY IMPROVEMENTS, FIXTURES OR STRUCTURES THAT ARE NOT A PART OF THE FACILITY SHALL NOT BE INSTALLED ON THE LESSOR PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF LESSOR.

COMMERCIAL OPERATION DATE; TERM; RENEWAL TERMS. THE TERM OF THE LEASE ("TERM") SHALL COMMENCE UPON THE EFFECTIVE DATE AND CONTINUE UNTIL 11:59 PM ON THE TWENTY-FIFTH (25TH) ANNIVERSARY OF THE COMMERCIAL OPERATION DATE. THE "COMMERCIAL OPERATION DATE" SHALL BE THE FIRST DAY OF THE FIRST FULL MONTH AFTER THE FACILITY COMMENCES COMMERCIAL PRODUCTION AND SALE OF ELECTRICITY ON THE LESSOR PROPERTY UNDER ANY CONTRACT OR AGREEMENT OR OTHER ARRANGEMENT PURSUANT TO WHICH LESSEE SELLS THE ELECTRICITY AND RELATED ENVIRONMENTAL ATTRIBUTES (AS DEFINED IN THE LEASE) TO ANY PURCHASER THEREOF. THE PERIOD OF TIME BETWEEN THE EFFECTIVE DATE AND THE COMMERCIAL OPERATION DATE IS NOT EXPECTED TO EXCEED THREE (3) YEARS. IF THE COMMERCIAL OPERATION DATE DOES NOT OCCUR WITHIN THREE YEARS OF THE EFFECTIVE DATE OF THE LEASE, EXCEPT AS SUCH PERIOD MAY BE EXTENDED DUE TO FORCE MAJEURE OR BY AGREEMENT OF THE PARTIES, THEN, LESSEE MAY ELECT TO PAY THE RENT AMOUNT THAT WOULD OTHERWISE BE DUE FOLLOWING THE COMMERCIAL OPERATION DATE (IN WHICH CASE THE DATE OF SUCH PAYMENT SHALL BE DEEMED TO BE THE COMMERCIAL OPERATION DATE), AND IF LESSEE DOES NOT ELECT TO DO SO (OR IF THE COMMERCIAL OPERATION DATE DOES NOT OTHERWISE OCCUR) WITHIN NINETY (90) DAYS FOLLOWING THE EXPIRATION OF SUCH THREE-YEAR PERIOD (AS MAY BE EXTENDED AS PROVIDED IN THE LEASE), THEN EITHER LESSEE OR LESSOR MAY ELECT TO TERMINATE THE LEASE BY DELIVERING WRITTEN NOTICE TO THE OTHER TO SUCH EFFECT, IN WHICH CASE NEITHER LESSEE NOR LESSOR SHALL HAVE ANY FURTHER OBLIGATIONS UNDER THIS LEASE AND LESSEE SHALL HAVE NO FURTHER OBLIGATION TO PAY RENT TO LESSOR. LESSEE SHALL USE COMMERCIALY REASONABLE EFFORTS TO HAVE THE COMMERCIAL OPERATION DATE OCCUR ON OR BEFORE DECEMBER 31, 2019; PROVIDED, HOWEVER, THAT IF LESSEE IN ITS SOLE DISCRETION DETERMINES AT ANY TIME PRIOR TO THE CONSTRUCTION DATE (AS DEFINED IN THE LEASE) THAT THE LESSOR PROPERTY IS UNSUITABLE FOR THE FACILITY OR THAT A REQUIRED APPROVAL HAS NOT BEEN RECEIVED OR IS NOT LIKELY TO BE RECEIVED IN A TIMELY FASHION, LESSEE MAY TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. LESSEE HAS OPTIONS TO EXTEND THE INITIAL TERM OF THE LEASE FOR THREE ADDITIONAL FIVE (5) YEAR TERMS COMMENCING IMMEDIATELY ON THE DAY THAT THE TERM WOULD OTHERWISE EXPIRE.

SOLAR EASEMENT. THE LEASE GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, AN EXCLUSIVE SOLAR EASEMENT TO USE ALL SUNLIGHT WHICH NATURALLY ARRIVES AT THE PREMISES, INCLUDING AN EXCLUSIVE EASEMENT PROHIBITING ANY OBSTRUCTION TO THE FREE FLOW OF SUNLIGHT TO THE PREMISES THROUGHOUT THE ENTIRE AREA OF THE LESSOR

PROPERTY DESCRIBED ON EXHIBIT B OF THE LEASE (THE "EASEMENT PREMISES"), WHICH SHALL CONSIST HORIZONTALLY THREE HUNDRED AND SIXTY DEGREES (360°) FROM ANY POINT WHERE ANY PHOTOVOLTAIC GENERATING FACILITY IS OR MAY BE LOCATED AT ANY TIME FROM TIME TO TIME (EACH SUCH LOCATION REFERRED TO AS A "SOLAR SITE") AND FOR A DISTANCE FROM EACH SOLAR SITE TO THE BOUNDARIES OF THE EASEMENT PREMISES, TOGETHER VERTICALLY THROUGH ALL SPACE LOCATED ABOVE THE SURFACE OF THE EASEMENT PREMISES, THAT IS, ONE HUNDRED EIGHTY DEGREES (180°) OR SUCH GREATER NUMBER OR NUMBERS OF DEGREES AS MAY BE NECESSARY TO EXTEND FROM EACH POINT ON AND ALONG A LINE DRAWN ALONG THE PLANE FROM EACH POINT ALONG THE EXTERIOR BOUNDARY OF THE EASEMENT PREMISES THROUGH EACH SOLAR SITE TO EACH POINT AND ON AND ALONG SUCH LINE TO THE OPPOSITE EXTERIOR BOUNDARY OF THE EASEMENT PREMISES.

OTHER EASEMENTS. THE LEASE GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, THE FOLLOWING EASEMENTS OVER, ACROSS AND ON THE LESSOR PROPERTY (A) A NON-EXCLUSIVE ACCESS EASEMENT ("ACCESS EASEMENT") THROUGH THE LESSOR PROPERTY FOR PURPOSES OF LESSEE'S ACCESS TO THE FACILITY ON THE PREMISES ("ACCESS PREMISES"), PURSUANT TO WHICH LESSEE MAY CONSTRUCT, USE AND/OR MAINTAIN A ROAD WITHIN THE ACCESS PREMISES AT LESSEE'S EXPENSE; (B) A NON-EXCLUSIVE EASEMENT ON AND THROUGH THAT PORTION OF THE LESSOR PROPERTY CONSISTING OF THE DISTRIBUTION PREMISES (AS DEFINED IN THE LEASE) FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING AN ELECTRIC DISTRIBUTION LINE AND RELATED COMMUNICATION LINES BETWEEN THE FACILITY AND ELECTRICAL FACILITIES OWNED BY CERTAIN PURCHASERS OF ELECTRICITY AND RELATED ENVIRONMENTAL ATTRIBUTES; AND (C) AN EASEMENT AND LICENSE FOR THE FACILITY TO CREATE, CAUSE, INCREASE, ACCENTUATE, OR OTHERWISE CONTRIBUTE TO THE OCCURRENCE OF LIGHT, SHADOWS, SHADOW AND LIGHT FLICKERING, GLARE AND REFLECTION, ON AND ACROSS THE LESSOR PROPERTY. UNDER THE TERMS OF THE LEASE, LESSEE SHALL ALSO BE ENTITLED TO INGRESS AND EGRESS TO AND FROM ITS FACILITY AND APPURTENANT EQUIPMENT AND ELECTRICAL POWER LINES OVER THE PREMISES AND SUCH ADDITIONAL AREAS OF THE LESSOR PROPERTY AS SHALL BE REASONABLY NECESSARY TO ACCESS A PUBLIC ROADWAY OR ALLEY.

OWNERSHIP OF LESSEE'S IMPROVEMENTS; DISCLAIMER OF TITLE TO ENVIRONMENTAL ATTRIBUTES. THE FACILITY AND RELATED EQUIPMENT CONSTRUCTED, INSTALLED OR PLACED ON THE PREMISES AND WITHIN THE DISTRIBUTION PREMISES BY LESSEE PURSUANT TO THE LEASE SHALL BE THE SOLE PROPERTY OF LESSEE, AND LESSOR AGREES THAT IT SHALL HAVE NO OWNERSHIP OR OTHER INTEREST IN THE FACILITY AND RELATED EQUIPMENT OWNED BY LESSEE ON THE PREMISES OR WITHIN THE DISTRIBUTION PREMISES. THE FACILITY IS AND SHALL REMAIN PERSONALTY OF THE LESSEE, NOTWITHSTANDING ANY PRESENT OR FUTURE COMMON OWNERSHIP OF THE FACILITY AND THE PREMISES, AND IRRESPECTIVE OF WHETHER ANY OF THE FACILITY IS DEEMED TO BE A FIXTURE OR OTHERWISE PART OF THE LESSOR PROPERTY OR ANY IMPROVEMENTS ON THE LESSOR PROPERTY, AND LESSOR ACKNOWLEDGES THAT THE FACILITY IS AND SHALL REMAIN PERSONAL PROPERTY OF LESSEE IRRESPECTIVE OF THE MANNER OF ITS ATTACHMENT OR CONNECTION TO THE LESSOR PROPERTY. LESSOR ACKNOWLEDGES THAT LESSEE'S LENDERS MAY REQUEST A FIRST PRIORITY SECURITY INTEREST IN THE FACILITY AS COLLATERAL FOR FINANCING OF THE FACILITY, AND LESSOR CONSENTS TO THE GRANT BY LESSEE OF SUCH A SECURITY INTEREST, AND THE FILING OF INSTRUMENTS NECESSARY TO PERFECT SUCH A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE IN THE FACILITY AS PERSONAL

PROPERTY OF THE LESSEE. LESSOR AGREES THAT ALL ENVIRONMENTAL ATTRIBUTES REMAIN THE PROPERTY OF LESSEE IRRESPECTIVE OF WHETHER LESSOR CONSUMES OR USES ANY OF THE ELECTRICITY GENERATED BY THE FACILITY, AND LESSOR HAS NO TITLE OR RIGHT TO ANY SUCH ENVIRONMENTAL ATTRIBUTES RELATED TO, ARISING FROM OR ASSOCIATED WITH THE FACILITY OR ANY ELECTRICAL CAPACITY OR ENERGY CREATED BY THE FACILITY. ANY GRANT, REBATE, INCENTIVE PAYMENT, TAX CREDIT OR ANY OTHER CREDIT, VALUE, TAX OR OTHER BENEFIT ARISING FROM OR ASSOCIATED WITH THE INSTALLATION OR OWNERSHIP OF THE FACILITY OR THE PRODUCTION OF ENERGY AND CAPACITY BY THE FACILITY, INCLUDING, BUT NOT LIMITED TO, ANY PRODUCTION TAX CREDIT OR INVESTMENT TAX CREDIT PURSUANT TO 26 U.S.C. SECTIONS 45 AND 48 OR SIMILAR STATE TAX LAW PROVISIONS; THE MADE-IN-MINNESOTA REBATES PURSUANT TO MINN. STAT. SECTION 116C.7791 (2013); AND THE REBATES AVAILABLE THROUGH NSP'S "SOLAR REWARDS" PROGRAM SHALL INURE TO THE EXCLUSIVE BENEFIT OF LESSEE.

RIGHT TO ENCUMBER; ASSIGNMENT. LESSEE MAY AT ANY TIME MORTGAGE, PLEDGE OR ENCUMBER ALL OR ANY PART OF ITS INTEREST IN THE LEASE AND RIGHTS UNDER THE LEASE AND/OR ENTER INTO A COLLATERAL ASSIGNMENT OF ALL OR ANY PART OF ITS INTEREST IN THE LEASE OR RIGHTS UNDER THE LEASE TO ANY ENTITY WITHOUT THE CONSENT OF LESSOR. LESSEE MAY ASSIGN, SUBLEASE, TRANSFER OR CONVEY ITS INTERESTS IN THE LEASE TO AN AFFILIATE OR SUBSIDIARY OF LESSEE WHICH WILL OWN, LEASE OR OTHERWISE CONTROL THE FACILITY, OR AN ENTITY THROUGH WHICH SUCCEEDS TO ALL OR SUBSTANTIALLY ALL LESSEE'S ASSETS, WITHOUT LESSOR'S CONSENT. LESSEE MAY ALSO ASSIGN, SUBLEASE, TRANSFER OR CONVEY ITS INTERESTS IN THE LEASE TO A THIRD PARTY WITHOUT LESSOR'S CONSENT, SUBJECT TO THE CONDITIONS SET FORTH IN THE LEASE. LESSOR ACKNOWLEDGES THAT IT MAY NOT SELL, TRANSFER, LEASE, ASSIGN, MORTGAGE, OR OTHERWISE ENCUMBER THE FACILITY OR LESSEE'S INTEREST IN THE LEASE AND RELATED EASEMENTS, AND ANY SALE OR CONVEYANCE OF THE LESSOR PROPERTY OR LESSOR IMPROVEMENTS SHALL BE SUBJECT TO THE LEASEHOLD AND EASEMENT INTERESTS OF LESSEE IN THE LEASE.

CONTINUING NATURE OF OBLIGATIONS. THE SOLAR EASEMENT AND RELATED RIGHTS AND EASEMENTS GRANTED BY LESSOR IN THE LEASE TO LESSEE ARE EASEMENTS IN GROSS, REPRESENTING INTERESTS PERSONAL TO AND FOR THE BENEFIT OF LESSEE, ITS SUCCESSORS AND ASSIGNS, AS OWNER OF THE RIGHTS CREATED BY THE EASEMENT. THE EASEMENT AND OTHER RIGHTS GRANTED BY LESSOR IN THE LEASE ARE INDEPENDENT OF ANY LANDS OR ESTATES OR INTEREST IN LANDS, THERE IS NO OTHER REAL PROPERTY BENEFITING FROM THE SOLAR EASEMENT AND RELATED RIGHTS GRANTED IN THE LEASE AND, AS BETWEEN THE PREMISES AND OTHER TRACTS OF PROPERTY, NO TRACT IS CONSIDERED DOMINANT OR SERVIENT AS TO THE OTHER. THE BURDENS OF THE SOLAR EASEMENT AND ALL OTHER RIGHTS GRANTED TO LESSEE IN THE LEASE SHALL RUN WITH AND AGAINST THE PREMISES AND THE EASEMENT PREMISES AND SHALL BE A CHARGE AND BURDEN ON THE PREMISES AND THE EASEMENT PREMISES AND SHALL BE BINDING UPON AND AGAINST LESSOR AND ITS SUCCESSORS, ASSIGNS, PERMITTEES, LICENSEES, LESSEES, EMPLOYEES AND AGENTS. THE LEASE, INCLUDING THE SOLAR EASEMENT, SHALL INURE TO THE BENEFIT OF LESSEE AND ITS SUCCESSORS, ASSIGNS, PERMITTEES, LICENSEES AND LESSEES.

SURVIVAL OF COVENANTS. THE PARTIES ACKNOWLEDGE THAT THE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS IN FAVOR OF LESSEE UNDER THE LEASE, INCLUDING, BUT NOT LIMITED TO, THE EASEMENT DESCRIBED IN SECTION 3 AND 4 HEREOF, AND LESSEE'S USE OF AND BENEFIT FROM THOSE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS, MAY CONSTITUTE A PORTION OF A LARGER SET OF FACILITIES SERVING SEVERAL SOLAR ENERGY FACILITIES WITH WHICH THE FACILITY WILL SHARE STRUCTURAL AND TRANSMISSION COMPONENTS, INGRESS AND EGRESS, UTILITY ACCESS, AND OTHER SUPPORT, ALL OF WHICH ARE SPECIFICALLY DESIGNED TO BE INTERRELATED AND INTEGRATED IN OPERATION AND USE FOR THE FULL LIFE OF THE FACILITY, AND THAT THE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS IN FAVOR OF LESSEE PURSUANT TO THE LEASE SHALL NOT BE DEEMED NOMINAL, INVALID, INOPERATIVE OR OTHERWISE BE DISREGARDED WHILE ANY PORTION OF THE FACILITY OR RELATED SOLAR PROJECTS OR FACILITIES REMAIN OPERATIONAL.

LANDOWNER ACTIVITIES. LESSOR USES THE LESSOR PROPERTY FOR AGRICULTURAL PURPOSES. LESSEE RESERVES THE RIGHT TO RELOCATE OR RECONFIGURE THE FACILITY UPON THE PREMISES DURING THE TERM OF THIS LEASE. LESSEE AGREES TO COOPERATE WITH LESSOR TO LOCATE THE FACILITY ON THE PREMISES IN A MANNER THAT MINIMIZES INTERFERENCE WITH AGRICULTURAL OR BUSINESS OPERATIONS OF LESSOR OR LESSOR'S TENANTS, TO THE EXTENT CONSISTENT WITH LESSEE'S PLANNED USE OF THE PREMISES.

PURPOSE OF THIS MEMORANDUM. THIS MEMORANDUM HAS BEEN EXECUTED, DELIVERED AND RECORDED FOR THE PURPOSE OF GIVING NOTICE OF THE LEASE, EASEMENTS, AND OTHER RIGHTS IN ACCORDANCE WITH THE TERMS, COVENANTS AND CONDITIONS OF THE LEASE. THE TERMS AND CONDITIONS OF THE LEASE ARE INCORPORATED BY REFERENCE INTO THIS MEMORANDUM AS IF SET FORTH FULLY HEREIN AT LENGTH. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THE LEASE AND THIS MEMORANDUM, THE LEASE SHALL CONTROL.

[Signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Memorandum as of the day and year first above written.

LESSEE: USS ITASCA CLEAN ENERGY LLC
a Delaware limited liability company

By: _____
Name: Reed Richerson
Title: Vice President

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____ by Reed Richerson, the Vice President of USS Itasca Clean Energy LLC, a Delaware limited liability company, on behalf of the company

Name Printed:

(SEAL)

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 1:
City of Grand Rapids, a Minnesota municipal corporation

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
City of Grand Rapids, a Minnesota municipal corporation
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
County of Itasca, Minnesota
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 3:

Grand Rapids / Itasca County Joint Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____

Name: _____

Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell

United States Solar Corporation

100 N 6th St., Suite 410B

Minneapolis, MN 55403

612.260.2230

LESSOR
As to Parcel No. 4:
Grand Rapids - Itasca County Airport Commision,

By the County of Itasca, Minnesota,
Its aurtherized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

EXHIBIT A TO
MEMORANDUM OF LEASE AND SOLAR EASEMENT

Description of Premises, Lessor Property, and Access Premises

1. Lessor Property

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:
Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three

(33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

2. Lease Premises

Up to 15 acres of the four tracts comprising the Lessor Property as described above.

3. Access Premises and Distribution Premises

An Access Premises will be provided directly from an existing public road to the Lease Premises.

A Distribution Premises will be provided from the Lease Premises to the Interconnection Point.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1592 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 1/6/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider approval of a Subordination Agreement with Huso Management, LLC, Kenneth and Pamela Spangler and Woodland Bank.
Sponsors:
Indexes:
Code sections:
Attachments: [Subordination Agreement Huso SCDP](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a Subordination Agreement with Huso Management, LLC, Kenneth and Pamela Spangler and Woodland Bank.

Background Information:

In June of 2018, Dave Huso, owner of Rowe Funeral Home, was awarded a \$32,000 Small Cities Development Corporation (SCDP) Commercial Rehabilitation Loan for improvements to his business. The guidelines for the SCDP permit the subordination of the intended bank debt refinancing, provided that cash is not taken out by the business. We have confirmed that this requirement is met by this refinancing.

Requested City Council Action

Adopt a motion approving a Subordination Agreement with Huso Management, LLC, Kenneth and Pamela Spangler and Woodland Bank.

Embedded Secure Document

The file <https://grandrapids.legistar.com/View.ashx?M=F&ID=9048604&GUID=29AD6775-6275-49E4-B9D4-61A136FED130> is a secure document that has been embedded in this document. Double click the pushpin to view.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1594 **Version:** 1 **Name:** Sports Medicine Agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 1/7/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider entering into an Agreement with Grand Itasca Clinic and Hospital for Sports Medicine Services.

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Itasca Sports Medicine Agreement 2021](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an Agreement with Grand Itasca Clinic and Hospital for Sports Medicine Services.

Background Information:

For several years, Grand Itasca Clinic and Hospital has provided Sports Medicine Services for our High School Hockey teams. The cost of these services is covered in our Facility Agreement with ISD 318. I have attached the Agreement for your review.

Staff Recommendation:

City staff recommends entering into an Agreement with Grand Itasca Clinic and Hospital for Sports Medicine Services.

Requested City Council Action

Make a motion to enter into an Agreement with Grand Itasca Clinic and Hospital for Sports Medicine Services.

AGREEMENT

**BETWEEN THE GRAND RAPIDS IRA CIVIC CENTER
AND GRAND ITASCA CLINIC & HOSPITAL
FOR SPORTS MEDICINE SERVICES**

The following is an agreement between the Grand Rapids IRA Civic Center (hereinafter referred to as Civic Center) and Grand Itasca Clinic & Hospital Rehabilitation Services Department (hereinafter referred to as GIRSD). This agreement is for the period of December 15th, 2020 through April 30th, 2021.

I. GIRSD SPORTS MEDICINE AGREES:

- a. To provide a certified athletic trainer and/or licensed physical therapist who is registered/licensed in the State of Minnesota for the 2020-2021 academic year. Specific services are described in the attached Exhibit A.
- b. To direct the care of injured student athletes in accordance with established GIRSD Sports Medicine protocols and practices.
- c. GIRSD Sports Medicine does not seek any exclusive agreement with CIVIC CENTER, either explicit or implicit, to provide sports medicine services not available at the CIVIC CENTER. The commitment by GIRSD Sports Medicine to make such services readily available does not obligate CIVIC CENTER student athletes to utilize GIRSD Sports Medicine for the same.

II. CIVIC CENTER AGREES:

- a. To recognize the authority of the athletic trainer or physical therapist within the scope and limits of their profession and availability, to direct the care of injured CIVIC CENTER athletes and to determine the type(s) of treatment required and readiness of CIVIC CENTER athletes to participate safely in athletics.
- b. To provide all necessary supplies and space needed for GIRSD Sports Medicine services described in this agreement.
- c. To appoint the Civic Center Manager as the liaison(s) with GIRSD Sports Medicine for sports medicine services.
- e. Civic Center Manager shall ascertain that the GIRSD Sports Medicine health history

and consent for treatment forms are to each student athlete and returned prior to and as a condition for participation in school sports programs.

f. Civic Center Manager shall ascertain that the coaching staffs respect the GIRSD Sports Medicine staff's assessments regarding student athletes' readiness to participate safely in sports.

g. Civic Center Manager shall determine the need for and arrange logistics of in-services/continuing education in sports medicine for the coaching staffs/student trainers.

h. To acknowledge in all home game programs/rosters that sports medicine services are provided by GIRSD Sports Medicine and place GIRSD banners.

i. Compensation to GIRSD by CIVIC CENTER to be in accordance with Exhibit B.

IV. MUTUAL AGREEMENTS:

- a. Nothing contained in this agreement shall be construed as in any manner creating a relationship of joint venture or co-partnership between the parties, which are and shall remain independent contractors with respect to all actions performed pursuant to this agreement. The GIRSD Sports Medicine trainers, physical therapists, and physicians, while performing services under this agreement, shall be and remain employees of GIRSD Sports Medicine and not of CIVIC CENTER.
- b. GIRSD Sports Medicine will select the employees providing services under this agreement subject, however, to the right of CIVIC CENTER to approve anyone so selected and to ask for individual replacement should CIVIC CENTER deem the services being provided to be unacceptable.
- c. Each party agrees to indemnify, defend and hold harmless the other and its *officers*, agents and employees, from and against all claims, losses, *costs*, damages, and expenses to the extent resulting from or arising in connection with (a) any breach of this agreement by the indemnifying party, or (b) any actual or alleged malpractice or negligent act or omission by the indemnifying party, its agents or personnel.
- d. Each party will at its expense, maintain professional and general liability insurance, in an amount commonly maintained by comparable institutions and practitioners in the area, covering its entity and individuals rendering services under this agreement.
- e. Both parties agree to review this agreement prior to the end of the school year and to negotiate any modifications of the agreement. This agreement will automatically renew each year if unless modifications are identified.
- f. Either party may terminate this agreement at any time for cause by giving the other party 60 days written notice of termination. Cause will include the failure of a party to comply with the terms of this agreement or any action or activity by either party which would adversely affect the reputation of the other party.

EXHIBIT A

Specific duties of the trainer shall include but not limited to the following:

- a. To be on duty at the training room as requested. Daily duties include, but are not limited to, preventive care, assessments and treatment of injuries, rehabilitation of injuries and assessment of readiness for sports participation, in accordance with established protocols and under the medical supervision of the team physician. Game coverage with emphasis on collision and/or high risk for injury sports with the schedule mutually agreed upon prior to the start of the season.
- b. To keep an inventory and to arrange for procurement of necessary trainer's equipment and supplies.
- c. To act as the primary liaison between IRA Civic Center athletes, coaching staff, and other health care providers in all matters pertaining to evaluation and treatment of sports-related injuries and health problems.
- d. To carry out on-site evaluation and immediate care of injuries/health problems in accordance with standard sports medicine practices and GIRSD Sports Medicine protocols. Evaluation includes determination of the athlete's readiness to continue/resume play.
- e. To arrange for further evaluation and care in accordance with the standard sports medicine practices and GIRSD Sports Medicine protocols.
- f. To carry out preventative and rehabilitative care under the direction of the team physician(s) and physical therapist(s) and in accordance with standard sports medicine practices and GIRSD Sports Medicine protocols.
- g. To report to the coaching staff on a regular basis with regard to student athletes' readiness to play and status of all student athletes being evaluated or treated for any injury/health problem.
- h. To communicate with the team physician(s) on a regular basis with regard to student athletes' readiness to play and status of all athletes being evaluated or treated for any injury/health problem.

EXHIBIT B

Consideration and Terms of Payment:

Consideration for all services performed and goods or materials supplied by GIRSD pursuant to this contract shall be paid by CIVIC CENTER as follows:

- Compensation of forty Dollars (\$40.00) per hour.
- Payment shall be made by CIVIC CENTER promptly after presentation of invoices for services performed and acceptance of such services by CIVIC CENTER authorized representative. All services provided by GIRSD pursuant to this contract shall be performed to the satisfaction of CIVIC CENTER, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. GIRSD shall not receive payment for work found to be unsatisfactory or performed in violation of any applicable federal, state, or local law, ordinance, rule or regulation. Invoices shall be presented by GIRSD to CIVIC CENTER according to the following schedule:
- Invoice will be provided by GIRSD to CIVIC CENTER following the conclusion of each month of the winter sports season.

Grand Rapids IRA Civic Center

1401 NW 3rd Ave

Grand Rapids, MN 55744



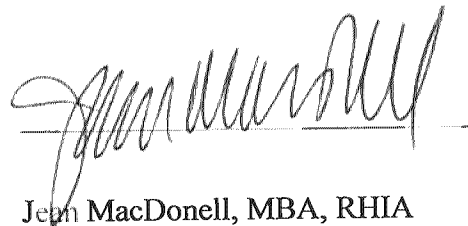
Dale Adams

Mayor City of Grand Rapids

Grand Rapids Clinic & Hospital

1601 Golf Course Road

Grand Rapids, MN 55744



Jean MacDonell, MBA, RHIA

President & CEO



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1595 **Version:** 1 **Name:** Computer/Technology Use Policy Amendment
Type: Agenda Item **Status:** Consent Agenda
File created: 1/7/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider amending the City of Grand Rapids Computer/Technology Use Policy.
Sponsors:
Indexes:
Code sections:
Attachments: [Computer-Technology Use Policy - DRAFT 1-7-2021.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider amending the City of Grand Rapids Computer/Technology Use Policy.

Background Information:

The City of Grand Rapids requires any person to sign the Computer/Technology Use Policy prior to being granted access to any protected City technology resources. This proposed draft amendment adds clarification that the term "employee", as used in the policy, does apply to any person granted access to protected technology resources, including but not limited to City Councilors, Board/Commission Members, or contracted vendors.

Staff Recommendation:

Staff recommends approving the amended Computer/Technology Use Policy.

Requested City Council Action

A motion approving the amended City of Grand Rapids Computer/Technology Use Policy.



City of Grand Rapids COMPUTER/TECHNOLOGY USE POLICY

Purpose

The City's intention in establishing this policy is not to impose restrictions that are contrary to the City's established culture of openness, trust and integrity. The City is committed to protecting its employees, partners and the public from illegal or damaging actions by individuals, either knowingly or unknowingly. This policy serves to protect the security and integrity of the City's electronic communication and information systems by educating employees about appropriate and safe use of available technology resources.

For purposes of this policy, the term "employee" shall apply to any individual, including but not limited to City Councilors, Board/Commission Members, or contracted vendors, granted trusted (non-public) access to any City of Grand Rapids technology systems. These systems shall include any asset that is protected by a password or other security mechanism(s) intended to protect City systems from unauthorized access.

All users that access the City's computer systems are responsible for reading and adhering to these policies. It is the responsibility of the Director of Information Technology and the Director of Human Resources to ensure that all users have received this document and signed a statement indicating that they have read it. *(See Appendix A: Computer Use Policy Signature Sheet)*

Failure to comply with these policies, including failure to report known violations of the policies, will be cause for disciplinary action in accordance with the City's Personnel Policy.

The city reserves the right to inspect any data, e-mails, files, settings or any other aspect of a City-owned computer, device or related system and will do so on an as-needed basis as determined by the Director of Information Technology, City Administrator or relevant Department Head.

All employees are responsible for reading and following information that may be distributed from time-to-time by the Information Technology Department about appropriate precautions to protect City systems.

An employee who violates these policies may be subject to disciplinary action including revocation of system privileges or termination.

Some exceptions to the Computer Use Policy will be allowed to users based on job responsibilities and duties, per department policy and in accordance to applicable State and Federal laws.

Personal use

The City recognizes that some personal use of City-owned computers and related equipment has and will continue to occur. Some controls are necessary, however, to protect the City's equipment and computer network and to prevent abuse of this privilege.

- **Only City employees may use City-owned equipment. Non-City employees are not allowed to use city equipment or technology resources.**
- Reasonable use of the City's access to the Internet for personal reasons is allowable, provided it does not interfere with an employee's normal work and is consistent with all provisions in this policy.
- Employees are not allowed to use or connect personal peripheral tools or equipment (such as digital cameras, personal cell phones, printers, copiers, faxes, scanners, PDAs, and wireless routers) to City-owned systems unless authorized by the Director of Information Technology. Connection of such devices, without authorization, will result in disciplinary action as outlined by the City's Personnel Policy.
- Use of City equipment or technology for personal business interests, for-profit ventures, political activities, religious activities or other uses deemed by the Director of Information Technology or City Administrator to be inconsistent with City activities is not allowed. If there is any question about whether a use is appropriate it should be forwarded to the Information Technology Director for a determination.

Software, hardware, games and screen savers

In general, all software and hardware required for an employee to perform his or her job functions will be provided by the City. Requests for new or different equipment or software should be made to your Department Head. The Department Head should then contact the Information Technology Department.

Unapproved hardware or software that has not been specifically approved by the Information Technology Department may compromise the integrity of the City's computer system and is prohibited.

The Information Technology Department may, without notice, remove any unauthorized programs, software, equipment, downloads, or other resources if they are not properly licensed or could harm City systems or technology performance or if they have not been authorized by the Information Technology Department.

If there is any question about whether software downloads or hardware, etc. are appropriate it should be forwarded to the Information Technology Department for a determination.

Technology Acquisitions

The Director of Information Technology or his/her designee shall be responsible for approving all technology related acquisitions and purchases. No technology hardware, software or any other peripherals falling in

the scope of this policy shall be purchased without express authorization of and/or consultation with the Director of Information Technology or his/her designee.

Installation, Removal, Relocation and Maintenance

It is the sole responsibility of the Information Technology Department to install, remove, relocate and maintain the majority of technology related equipment and software on the City's networks with some exceptions. Any employee requiring any of the above mentioned work shall open a ticket on the IT Helpdesk and wait for assistance. Any employee performing said tasks in violation of this policy will be liable for any damages incurred in addition to potential disciplinary action as defined in the City's Personnel Policy. Certain exceptions to this policy will be allowed with prior approval of the Director of Information Technology. If you are unsure whether an exception exists, please contact the IT Department for clarification.

E-mail

The City provides certain employees with an e-mail address for work-related use.

An employee's personal e-mail (and other personal documents stored on City servers) may be considered "public" data and may not be protected by privacy laws. Personal e-mail (and other personal documents stored on City servers) may also be monitored and/or removed from City servers as directed by the Information Technology Director, Legal Department, City Administrator, and Human Resources without notice to the employee.

The following policies relate to e-mails:

- E-mail messages should be written using the same standards of care and professionalism used for other forms of business writing.
- Use common sense and focus primarily on using e-mail for City business.
- Never transmit an e-mail that you would not want your boss, other employees or members of the public to read.
- Do not correspond by e-mail on confidential or protected communications unless using the City provided e-mail encryption system.
- Do not open e-mail attachments or links from an unknown sender. Delete junk or "spam" e-mail without opening it if possible, do not respond to unknown senders.
- Do not use harassing language, including sexually harassing language or any other remarks including insensitive language or derogatory, offensive or insulting comments in an e-mail.
- All communications shall remain politically neutral.

The following activities are prohibited:

- Sending unsolicited e-mail messages including "junk mail" or other advertising material to individuals, internally or externally, who did not specifically request such material (e-mail spam). Certain City related functions may be excluded from this provision. The City of Grand Rapids will be a responsible

user of technology and will not engage in “spamming”. (Spam is defined as unauthorized and/or unsolicited electronic mass mailings.)

- Any form of harassment via e-mail whether through language, frequency, or size of message.
- Unauthorized use, or forging, of e-mail header information.
- Solicitation of e-mail for any other e-mail address, other than that of the posters account, with the intent to harass or to collect replies.
- Creating or forwarding “chain letters”, or other “pyramid” schemes of any type.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).
- Sending or forwarding of messages that could be perceived to be in support/opposition of a political party.

Storing and transferring documents

As a general rule City related files and correspondence should not be created on personal or home computers. City business should be conducted on City owned equipment. The following are some general guidelines that may be useful to consider:

- E-mail that is simple correspondence and not an official record of City business should be deleted as soon as possible and should not be retained by employees for more than three months.
- E-mail that constitutes an official record of City business must be kept in accordance with Minnesota’s Record Retention Schedule and should be copied to appropriate network files for storage. If you have specific questions about the Record Retention Schedule, please contact the City Clerk.
- Documents or e-mails that may be classified as protected or private information under data practices requirements should be stored appropriately.

If you are unsure whether an e-mail or other document is a government record for purposes of records retention laws, or is considered protected or private under data practices, check with your Department Head or the City Clerk. If you are unsure how to create an appropriate file structure for saving and storing electronic information, contact your Department Head.

Transferring data and documents between computer systems may require information to be stored on a CD-ROM, flash or USB drive, or other storage media. These items can also be used to transmit computer viruses or other items harmful to the City’s computer network. All media will be scanned using the City provided virus protection software prior to use in transferring files. The preferred method of data transfer is e-mail attachments.

The City has installed anti-virus software on each computer to protect against virus, worms, trojans and other threats by automatically scanning storage media for viruses and similar concerns. The anti-virus software provides automatic updates. If you have any questions about how to check your storage media before you use it, please contact the Information Technology Department.

Internet

The city provides Internet access to employees for work on City business. Employees may use this access for work-related matters in a professional manner.

Occasional personal use of the Internet is acceptable within the bounds of all other City policies and as deemed appropriate by your Department Head. The following considerations apply to all uses of the Internet whether business related or personal:

- There is no quality control on the Internet. All information found on the Internet should be considered suspect until confirmed by other sources.
- Personal use of the Internet is permitted as deemed appropriate by your Department Head. However, employees may not at any time access inappropriate sites. Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material or material advocating intolerance of other people, races or religions. If you are unsure whether a site may include inappropriate information, you should not visit it.
- The City may monitor any employee's use of the Internet without prior notice, as deemed appropriate by the Information Technology Director, City Administrator, Director of Human Resources or relevant Department Head.

Passwords and physical security of equipment

Employees are responsible for maintaining computer passwords and for following these guidelines:

- Passwords must be at least seven (7) characters long and include both lower and upper case characters, at least one number or at least one non-alpha-numeric character (e.g., *, &, %, etc.). *An example might be Pol!cY1.*
- Your passwords are not permitted to be shared with anyone (including your Supervisor or Department Head). If written passwords are found, they will be confiscated without notification and disciplinary action will be taken in accordance with the City's Personnel Policy. If it is necessary to access an employee's computer in their absence, please contact the Information Technology Department.
- Passwords must not be stored in any location on or near the computer. If necessary, store your password in a document or hard copy file that is locked when you are absent from your desk. Do not store it electronically in a palm pilot or cell phone system.
- The computer system will prompt employees to update passwords every ninety (90) days. Employees must change passwords when prompted or face being locked out of the system.
- When leaving your desk or office, computers must be locked by pressing the Ctrl-Alt-Del keys and choosing "Lock Computer". Your computer can be unlocked by doing the same and then typing in your password.

Because technology equipment is generally small and portable, employees must use caution when leaving equipment unattended. Do not leave City computer equipment in an unlocked vehicle or unattended at any off-site facility (airport, restaurant, etc.). If your office or desk area is in a high-traffic public area, check with the Information Technology Division about appropriate security measures.

Remote access

The City of Grand Rapids recognizes that the information and equipment on its networks is a valuable asset that must be protected from malicious actions. At the same time, effective use of technology to provide City of Grand Rapids' services may require that staff be able to access data and information from other locations and that some of City of Grand Rapids' information be shared with offsite personnel. The City of Grand Rapids provides remote access to its internal network via VPN for internal staff and select others when business needs require that such access be available.

Any form of remote access to a network creates a possible avenue for unauthorized persons to gain access and damage or otherwise compromise the systems and information on the network. Therefore, it is essential that **remote access be limited to persons who have a critical business need** and that those who are entrusted with such access make every effort to protect the network, data, and computing assets of the City of Grand Rapids and comply with the Minnesota Records Retention Schedule. If you have any questions about the records retention schedule, please contact the City Clerk.

Due to the exposure, a request for an employee to have remote access will require Department Head approval. A request for an employee to have VPN access will be granted using City owned PCs only. The Department Head who approves the request is responsible for notifying the Information Technology Department immediately if the employee's job responsibilities or employment status changes such that remote access is no longer required. To officially request remote access, start by filling out the Signature Sheet at the end of this document: [Appendix C \(Request for Remote \(VPN\) Access\)](#)

Any person or organization requesting VPN access to the City of Grand Rapids' computer network must agree to the following:

- To maintain the highest standards to protect any data, passwords, software, and computers that enable remote access to the City of Grand Rapids network.
 - Passwords should not be written down. If it is necessary to write them down, they should be stored in a secure location away from the vicinity of the computer.
 - Passwords will not be stored on the computer. The "remember my password" option will not be used for any passwords.
 - Unauthorized persons, including family members, will not be given access to any City systems that have been configured for remote access.
- The use of remote access is intended for the sole purpose of conducting the business of City of Grand Rapids.
- To report immediately to Information Technology staff any theft, loss or compromise of data, passwords, software or computers used to access the City of Grand Rapids' network.
- To remove, upon termination of employment or termination of the project or agreement which provided the justification for the remote access, all software, data, equipment, or other enabling technology which was provided by the City of Grand Rapids for the purpose of remote access.
- To run anti-virus software with a current subscription and up-to-date definitions on any computers used for remote access to the City of Grand Rapids network.

- That the Information Technology Department will not set up, install, configure or resolve problems with the Cable/ DSL hardware, software or connection or assist, in any way, with the troubleshooting or repair of any systems not owned by the City.
- That any problems with PCs determined to be not due to the broadband connection will require the PC be brought to a City of Grand Rapids Information Technology office for resolution. IT personnel will not travel to an employee's residence in order to repair or troubleshoot a remote access device.

Because there is little or no advantage to a VPN over a slow connection, VPN access will be granted only to users where broadband internet access is available.

Failure to abide by the terms of this policy will result in immediate termination of remote access rights and possible disciplinary action. All policies relating to the acceptable use of City of Grand Rapids computer equipment and facilities applies when employees are accessing the City of Grand Rapids network from a remote location.

If it is determined that damage or unauthorized access to City of Grand Rapids systems or data has occurred as a result of requestor's failure to abide by this agreement, requestor may be held responsible for all costs incurred in repairing the damage. If it appears that any City of Grand Rapids assets, including but not limited to all computer and network assets, were used in the commission of a crime, City of Grand Rapids will cooperate in full with authorities to assist in the apprehension and conviction of those responsible.

System and Network Activities

The following general activities are prohibited:

- Storage of any personal or non-city related files on city technology equipment is prohibited.
- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City of Grand Rapids.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the City of Grand Rapids does not have an active license.
- Exporting software, hardware, technical information, encryption software or technology, in violation of export control laws.
- Introduction of malicious programs into the network or server(s) (i.e. viruses, worms, Trojans, email bombs, etc.).
- Revealing your account password to others or allowing use of your account by others.
- Effecting security breaches or disruptions of network communication. Security breaches include but are not limited to, accessing data of which the employee is not the intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. An example would be IT staff engaged in

network or system support or application of these policies may access all system data, servers, switches, etc. and accounts. For purposes of this section, disruption includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes.

- Port scanning and security scanning is expressly prohibited except by IT staff engaged in network or system support or application of these policies.
- Circumventing user authentication or security of any host, network or account.
- Using any program/script/command or sending messages of any kind with the intent to interfere with or disable any user's sessions, network function or system.

Electronic Communications Devices

This policy is intended to provide guidelines for the procurement, use, availability and expectations for the operations and maintenance of City owned communication devices that act to serve a public purpose.

This policy covers, but is not limited to, the following electronic communication devices:

- City Owned Devices:
 - Cellular phones
 - Air cards
 - Ipads or Tablets

City-Owned Devices

Authorization/Assignment

The relevant Department Head and/or Director of Information Technology have the final determination for the issuance or maintenance of electronic communication devices which utilize City funds. Basis for issuance of electronic devices include:

- When safety of self or others may be at risk.
- When an employee's main work location is in the field where landlines and other primary radio/telephone communications are not available.
- To provide immediate communication with staff in the department and other agencies as required to coordinate programs, provide customer service or perform normal duties.
- Demonstrated improved work efficiency.
- The need to contact an employee on short notice.

- The employee's role is in emergency response and the relevant Department Head has determined a need for a cellular device.

Authorization and assignment are at the discretion of the Department Head and/or Director of Information Technology and may be withdrawn at any time.

Expectations

Upon approved issue, the employee is expected to maintain the following:

- Use – the device shall be operated for City-use and operated as intended or allowed by this or any other City policy.
 - Inappropriate use is strictly prohibited and subject to disciplinary action up to and including termination.
 - Use of the City-owned device is limited to the options subscribed to on the service plan.
- Availability – employees who are issued a City-use device agree to maintain readiness and availability during assigned work hours and standby periods wherever possible.
- Security – the user shall maintain the safety and security of the device as well as any log-in data required to operate the device.
- Safety (driving) – employees should refrain from using a City-owned communications device while operating a motor vehicle or power equipment wherever possible. Use shall be in accordance with local, state and federal law.

Computer/Technology Use Policy Signature Sheet



I have read and agree to comply with the terms of the City's Computer/Technology Use Policy. I acknowledge that by using the computer system owned by the City, I am consenting to the monitoring of my use of that system by the City. I realize that the City may record for management use the Internet address of any site that I visit and keep a record of any network activity. I understand that my internal and external e-mail communications are not private and that any messages that I send or receive may be recorded and stored in an archive file for management use. I understand that any violation of this policy could lead to termination of my access rights or other disciplinary action, including possible termination of employment, as well as civil and criminal liability. I agree to hold the City harmless from all losses or damages it incurs, due to any violation of this policy or of any law, by me.

Employee signature _____

Date _____

Print Employee Name _____

Print Department Name _____

Return a signed copy of this signature page to the Director of Human Resources

Please keep the "Computer/Technology Use Policy" for your reference.



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

Request for Remote (VPN) Access

Any form of remote access to a network creates a possible avenue for unauthorized persons to gain access and damage or otherwise compromise the systems and information on the network. Therefore, it is essential that **remote access be limited to persons who have a critical business need** and that those who are entrusted with such access make every effort to protect the network, data, and computing assets of the City of Grand Rapids and conform to the Data Practices Regulations.

I have read and agree to comply with the terms of the City's Remote Access Policy. I acknowledge that by using the computer system owned by the City, I am consenting to the monitoring of my use of that system by the City. I understand that any violation of this policy could lead to termination of my access rights or other disciplinary action, including possible termination of employment, as well as civil and criminal liability. I agree to hold the City harmless from all losses or damages it incurs, due to any violation of this policy or of any law, by me.

Employee Signature: _____

Date: _____

Printed Employee Name: _____

Submitted By: _____
 Department Head

Approved By: _____
 Information Technology Department

Date: _____

Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1596 **Version:** 1 **Name:** Consider entering into an agreement with PATROL (Peace Officer Accredited Training Online) and the League of Minnesota Cities Insurance Trust (LMCIT) for 2021, which will be automatically renewed each year on January 1.

Type: Agenda Item **Status:** Consent Agenda

File created: 1/7/2021 **In control:** City Council

On agenda: 1/11/2021 **Final action:**

Title: Consider entering into an agreement with PATROL (Peace Officer Accredited Training Online) and the League of Minnesota Cities Insurance Trust (LMCIT) for 2021, which will be automatically renewed each year on January 1.

Sponsors:

Indexes:

Code sections:

Attachments: [PATROL ONLINE](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an agreement with PATROL (Peace Officer Accredited Training Online) and the League of Minnesota Cities Insurance Trust (LMCIT) for 2021, which will be automatically renewed each year on January 1.

Background Information:

Due to the continued Covid-19 pandemic, the police department has had many POST Board mandated and non-mandated in-person training cancelled for the past year and looking into the future this may last well into this year and beyond.

PATROL online training has been around for many years, we have not participated in this training in the past because we have been using Hibbing Community College for most of our training. Last year Hibbing Community College disbanded this training, which left most police agencies in the northern half of the state scrambling to get training to meet the POST license obligations.

In the past, we have sent some of our officers to training to be instructors so we do not have to rely on training from other outside resources. Recently with the State Legislature and POST Board mandating more training, this has left our department lacking resources to get this training. PATROL Online will alleviate this problem and get our officers the training they need to be a licensed police officer in the State of Minnesota.

One great benefit with the PATROL Online training is that officers will be able to do this while on duty, thus saving the city money in training costs, as we pay our officers straight time to attend training off-duty. The cost of this training is \$90.00 an officer for a total of \$1,800.00 per year which will come from our training budget.

This agreement was reviewed and approved by City Attorney Chad Sterle.

Staff Recommendation:

The police department recommends entering into an agreement with PATROL (Peace Officer Accredited Training Online) and the League of Minnesota Cities Insurance Trust (LMCIT) for 2021, which will be automatically renewed each year

on January 1 at a cost of \$1,800.00 for 2021.

Requested City Council Action

Make a motion entering into an agreement with PATOL (Peace Officer Accredited Training Online) and the League of Minnesota Cities Insurance Trust (LMCIT) for 2021, which will be automatically renewed each year on January 1 at a cost of \$1,800.00 for 2021.



**Subscription Agreement:
Active Law Enforcement Agencies**

Thank you for choosing PATROL for your law enforcement agency Grand Rapids. To complete your PATROL subscription, this agreement (Agreement) must be signed by the appropriate person on behalf of your Agency, and returned to the League of Minnesota Cities Insurance Trust (LMCIT) by email (kleroy@lmc.org).

PLEASE NOTE: As of the date of this agreement, your PATROL subscription will automatically renew each year on January 1 unless the Agency cancels its subscription in writing by the previous December 1.

If you have any questions about your PATROL subscription, please contact Kris LeRoy at kleroy@lmc.org or 651-281-1268.

LMCIT and the Agency agree to the following terms and conditions:

- I. This Agreement is entered into between the Agency and LMCIT.
- II. The individual signing this Agreement is authorized to do so on behalf of his or her Agency.
- III. All named law enforcement officers on the Agency's PATROL roster will have access to PATROL. The annual PATROL subscription fee will be based on the number of individuals on the roster as of December 1 of the previous calendar year.

The Agency must annually confirm the roster of enrolled officers by December 1, in accordance with instructions that LMCIT will annually provide.

- IV. The Agency will be invoiced an annual fee per student, based on the Agency's enrollment and membership status as of December 1. Current rates are provided with this Agreement, but may be amended from time to time in the sole discretion of LMCIT, provided that LMCIT will provide the Agency with a notice of any change in the following year's rates by June 1 of the preceding year.

As of the date of this agreement, an invoice will be sent to the Agency following receipt of the updated roster and a signed copy of this Agreement. Thereafter, the annual invoice for subscription renewal will be sent to the Agency following receipt of the updated roster.

My law enforcement agency is (check one):

A member of the League of Minnesota Cities Insurance Trust (LMCIT) or the Minnesota Counties Intergovernmental Trust (MCIT) (subscription rate is \$90 per officer per year).

A member of the League of Minnesota Cities (LMC) or the Association of Minnesota Counties (AMC) but *not* a member of LMCIT or MCIT (subscription rate is \$100 per officer per year).



**Subscription Agreement:
Active Law Enforcement Agencies**

- ┌ Not a member of the LMCIT, LMC, MCIT, or AMC (subscription rate is \$115 per officer per year).
- V. Additions, deletions, and transfers of individual personnel made during the course of any calendar year will not affect the annual fee charged for that year. However, if the Agency decides to expand the availability of PATROL to a division or other group of people within the Agency during the course of any calendar year, the annual fee will be increased on a pro rata basis for the remaining months in the year to reflect the increase in the subscription base.
- VI. This Agreement will automatically renew each year and will be in effect unless one of the following occurs:
- a. LMCIT receives written notice of cancellation from the Agency by December 1;
 - b. The Agency dissolves or merges with another law enforcement agency; or
 - c. LMCIT in its sole discretion determines to discontinue or limit the availability of PATROL, provided that LMCIT will return a pro rata share of that year's annual subscription fee to the Agency based on the number of months in that year the Agency does not have access to PATROL because of LMCIT's action.
- VII. The Agency acknowledges that PATROL is not a substitute for competent and timely legal advice and that PATROL cannot and does not take into account all aspects of a particular fact situation. While LMCIT endeavors to make PATROL as accurate as possible, there are several reasons beyond LMCIT's control why the accuracy of PATROL information cannot be guaranteed. These include but are not limited to the following:
- a) The delivery format and time spent on topics through PATROL does not allow for a detailed discussion of subtle legal issues that could turn out to be important in a particular law enforcement situation.
 - b) Laws can change without notice to LMCIT, individuals developing PATROL content and materials, or PATROL subscribers.
 - c) Future legal decisions may depart from current precedent outlined through PATROL.
 - d) Individuals using PATROL may not understand the intended meaning of the course materials.

Because of these limitations and as a condition of subscribing to PATROL, the Agency, and its officers, employees, and agents, hereby waive any and all claims related to the use of PATROL or reliance on PATROL content and materials. The Agency agrees not to bring a claim or lawsuit against the League of Minnesota Cities Insurance Trust, its employees, officers, agents, board members, contractors, subcontractors or affiliates, arising in any way out of reliance on information provided through PATROL.



**Subscription Agreement:
Active Law Enforcement Agencies**

VIII. I understand that timely and accurate legal advice is important to supplement PATROL material. I would like my law enforcement agency's legal advisors and prosecutors to see the information provided by PATROL, free of charge. Please send them a copy of PATROL legal briefs each time a new one is released.

Legal Advisor's Name	Legal Advisor's Email	Legal Advisor's Title
Chad Sterle	csterle@sterlelaw.com	City Attorney
John Dimich	jdimich@paulbunyan.net	City Attorney

IX. From time to time LMCIT may be asked by other law enforcement agencies for a list of PATROL participating entities. The Agency agrees its name may be released as a PATROL participant upon such inquiry.

X. The Agency acknowledges that this Agreement does not grant it any ownership or other legal interest in PATROL or PATROL materials.

XI. Nothing in this Agreement creates any right in any person not a party to it. Neither the Agency nor LMCIT waives any immunity from or limitation on liability to which either or both are entitled under law.

XII. LMCIT may modify the terms of this Agreement by providing written notice to the Agency by November 1 of any year, in which case the modifications may take effect no sooner than the next January 1.

Agency Name: _____

Name of Authorized Signer: _____

Title of Authorized Signer: _____

Authorized Signature: _____

Date: _____

Email: _____

Phone: _____

Completed form must be emailed to kleroy@lmc.org.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1599 **Version:** 1 **Name:** King's Mongolian Grill
Type: Agenda Item **Status:** Consent Agenda
File created: 1/7/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider approving a new 3.2 Malt Liquor License and On-Sale Wine license with authorization for strong beer for King's Mongolian Grill, license to expire December 31, 2021.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving a new 3.2 Malt Liquor License and On-Sale Wine license with authorization for strong beer for King's Mongolian Grill, license to expire December 31, 2021.

Background Information:

King's Mongolian Grill, located at 2056 S. Pokegama Avenue Suite B, Grand Rapids has submitted an application for an On-Sale Wine License and 3.2 Malt Liquor License with authorization to sell strong beer.

Staff Recommendation:

Recommend approval contingent upon receipt of liquor liability insurance and payment of required fees.

Requested City Council Action

Make a motion approving a new 3.2 Malt Liquor License and On-Sale Wine license with authorization for strong beer for King's Mongolian Grill, license to expire December 31, 2021.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1600	Version:	1	Name:	Civic Center COI DEED Form
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	1/7/2021	In control:		In control:	City Council
On agenda:	1/11/2021	Final action:		Final action:	
Title:	Consider a Conflict of Interest Disclosure Form related to State Bond funds received for the IRA Civic Center Project.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Civic Center State Bond Grantee COI Form				

Date	Ver.	Action By	Action	Result
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Consider a Conflict of Interest Disclosure Form related to State Bond funds received for the IRA Civic Center Project.

Background Information:

Attached is a Conflict of Interest Disclosure Form which is one of many forms required to receive State Bond funds for the IRA Civic Center Project. It basically confirms that the City does not have a conflict of interest relative to receiving the State funds.

Staff Recommendation:

City staff is recommending the approval of the attached Conflict of Interest Disclosure Form.

Requested City Council Action

A motion approving the MN DEED Conflict of Interest Disclosure form.

Instructions: Please return your completed form as part of the Response submittal.

Conflict of Interest Disclosure Form

This form gives applicants and grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the applicant/grantee's obligation to be familiar with the Office of Grants Management (OGM) [Grants Policy 08-01 Conflict of Interest Policy for State Grant-Making \(August 2020 Effective Date 1/1/21\)](#) and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

I or my grant organization do NOT have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

I or my grant organization have an ACTUAL or POTENTIAL conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name: Dale Christy, Mayor

Signature:

Organization: City of Grand Rapids

Date: January 11, 2021



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1601 **Version:** 1 **Name:** IRA Civic Center DEED Application
Type: Agenda Item **Status:** Consent Agenda
File created: 1/7/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Consider approval of a resolution and Special Appropriation Grant Application for the IRA Civic Center Project.
Sponsors:
Indexes:
Code sections:
Attachments: [Civic Center Resolution and Application State Bond](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a resolution and Special Appropriation Grant Application for the IRA Civic Center Project.

Background Information:

The City received \$5 million in State Bonds for improvements to the IRA Civic Center. In order to access those funds the City must approve and submit the attached resolution and Special Appropriation Grant Application for the IRA Civic Center Project.

Staff Recommendation:

City staff is recommending the approval of a resolution and Special Appropriation Grant Application for the IRA Civic Center Project.

Requested City Council Action

A motion to approve a resolution and Special Appropriation Grant Application for the IRA Civic Center Project.



EMPLOYMENT AND ECONOMIC DEVELOPMENT

Special Appropriation Grant Grant Application

The Cover Sheet must be completed by all applicants requesting financial assistance.

Project Name and Address:

IRA Civic Center 1401 NW 3 rd Avenue
--

Applicant: City of Grand Rapids	
Project Contact Person: Barb Baird	Email address: bbaird@ci.grand-rapids.mn.us
Title: Finance Director	
Address: 420 North Pokegama Avenue	
City: Grand Rapids	MN, Zip Code: 55744
Phone: 218.326.7615	

Engineer/Architect Information

Project Contact Person: Sean Lewis	Email address: sean.lewis@ics-builds.com
Title: Sr. Project Manager	
Address: 104 Park Ave., Suite 201	
City: Park Rapids	MN, Zip Code: 56470
Phone: 218.766.5779	

The following describes the grant information and allowable expenditures.

Qualified grantee – City of Grand Rapids

Qualified expenditures- General Obligation Bond eligible expenses directly related to the design, construction, and equipping of capital improvements to the IRA Civic Center. This appropriation includes money for replacement of the truss/roof structure, replacement of the facility's existing ice-making system, and other improvements and betterments of a capital nature for health, safety, and Americans with Disabilities Act (ADA) compliance.

Grant Amount- \$5,000,000 – This appropriation is not available until the Commissioner of Minnesota Management and Budget determines that full funding has been committed to the project.

Submittal: Please submit as a pdf to:

Minnesota Department of Employment and Economic Development
Attention: Patrick H. Armon/Community Finance Office
First National Bank Building
332 Minnesota Street, Suite E200
St. Paul, MN 55101

If some attachments are not easily e-mailed as a pdf, please contact Patrick Armon.

Narrative Section

Please provide your answer to each question in the space provided. Attach any supporting documents to the back of this application.

General Narrative

1. Please give a general summary of the project. Attach any relevant photos that may assist with understanding of the project:

The IRA Civic Center was originally constructed in 1962 by the Itasca Recreation Association, hence the “IRA” in IRA Civic Center. This facility has been a regional asset for over fifty-seven years hosting trade shows, classic car events, high school graduations, weddings, amateur ice sports, and many other types of events. In addition, it serves as an election polling facility and an emergency shelter.

Recognizing the age of the facility, over fifty-seven years, it has need for critical infrastructure upgrades. In particular, the west venue roof and refrigeration are in need of replacement. Because of two truss failures, most recently in November of 2017, the City had two structural engineering firms review and structurally analyze the West Venue truss system. Detail follows:

- Volunteers constructed the original wood truss system in 1962.
- It was donated to the City in 1968.
- It was designed to carry 20 pounds per square foot (psf), current building code is 46 psf.
- Two truss members have failed with the most recent in November of 2017.
- The truss/roof system has been modeled/analyzed by Jon Aamodt, a registered structural engineer in the State of Minnesota. Highlights of his opinions and recommendations follow:
 - *“In our professional opinion, the severe under-capacity of the 1962 roof trusses is a **dangerous condition** and **should be corrected.**”*
 - *“**Signage** should be considered to **warn the public and employees** of the significant under-capacity of the roof structure for snow loading.”*
 - *“In our professional opinion the **West facility should not be used** in the winter months unless/until the building official, building ownership and other parties agree on temporary measures to protect the public and adjacent structures.”*
 - *“The **venue should be closed during a significant snow event**, with the understanding that a partial failure has occurred with less than 6 inches of snow on the roof.”*
- To address these recommendations/opinions the City has instituted the following:
 - Signs have been placed at entry doors warning the public of the dangerous situation.
 - All snowfall events are immediately removed from the roof.

- Events are cancelled when heavy snowfall is occurring.

Other needs at the Civic Center include:

- The refrigeration system is starting to fail and utilizes R-22 coolant which can no longer be produced or imported to the United States.
- The HVAC systems are over 40 years in age, have exceeded their life, and require replacement.
- The locker rooms have shared bathrooms creating conflict when scheduling girls and boys events.
- Accessibility does not meet current ADA laws requiring the installation of an elevator.

See Attachment “A” for pictures.

2. Attach a map of the city of Grand Rapids with the location of the project indicated on the map. Also attach a zoning map with the project located on the zoning map:

See Attachment “B” and “C” for maps.

3. Attach engineering and/or architectural total project cost estimate documents:

See Attachment “D” for estimate.

4. Provide evidence (attach, if possible at this point) of who currently owns the property, who will own the property during construction, and who will own the property at time of completion:

See Attachment “E” for Abstract. The city will own and maintain the property during and after construction.

5. Attach the current operating, maintenance and reserve (OM&R) budget that corresponds with the project and projected operational project budgets for the two years after project completion. If any of the projected budgets are not yet available, please indicate when they will be:

See Attachment “F” for Budgets. Future OM&R budgets will be provided as they are proposed and adopted.

6. Will any functions of project operations be contracted out to entity(s) that are not employees of the city? If so, please describe those functions and outline their role(s):

The City will not be contracting any of the operations of the IRA Civic Center. All employees involved with operation and maintenance of the Center are city employees.

7. Outline what permits will be needed for project construction:

The City will need to issue a building permit, and storm water permit to itself. The City will also need to obtain a storm water permit from the MPCA.

8. Will any employees or entities operating, maintaining or managing the project need any professional licenses or certification to carry out their duties:

The only employee required to have a license is Chad Moen, Maintenance and Plant Operator. Please see Appendix "G" for his license.

9. Will liquor and/or beer be sold at any place in the facility? If so, please be prepared to provide licensing that allows such sales during project implementation:

The City does not sell liquor and/or beer in the facility. When users of the facility serve liquor and/or beer, the licensed provider transfers their liquor license or a non-profit can apply for a temporary 3.2 or temporary liquor license.

10. Does the city have any future plans to use this facility for any purpose other than stated in the enabling legislation (civic center)?

The City does not have any future plans to use the IRA Civic Center for any purpose other than stated in the enabling legislation and this application.

11. Will the city be renting any facilities within the project to any entities? If so explain. If so, would any of them be frequent users?

The City primarily rents the facility to ISD 318, Grand Rapids Amateur Hockey Association, and Star of the North Skating Club. They primarily utilize the facility from October through March every winter.

12. Among the activities eligible for grant funds listed in the legislation are: *Other improvements and betterments of a capital nature for health, safety, and Americans with Disabilities Act (ADA) compliance.* Please outline what specific improvements and betterments are planned. Make sure they are also listed in the sources and uses budget on the next page:

The ADA improvements consist of the installation of an elevator, accessible seating areas within the west venue bleachers along with replacement of sidewalks, curb ramps, and other barriers inside and outside of the facility.

The health and safety improvements include the replacement of HVAC systems, locker room upgrades, electrical upgrades, and any other building code requirements.

13. Please review the STATE OF MINNESOTA CAPITAL GRANTS MANUAL (https://mn.gov/mmb/assets/Capital%20Grants%20Manual%20May%202014%20REVISED_updated%20links_tcm1059-291111.pdf) and attach a completed copy of the CAPITAL PROJECT CHECKLIST (pages 7-10 of manual):

Sources and Uses Budget (\$5,000,000 Grant)

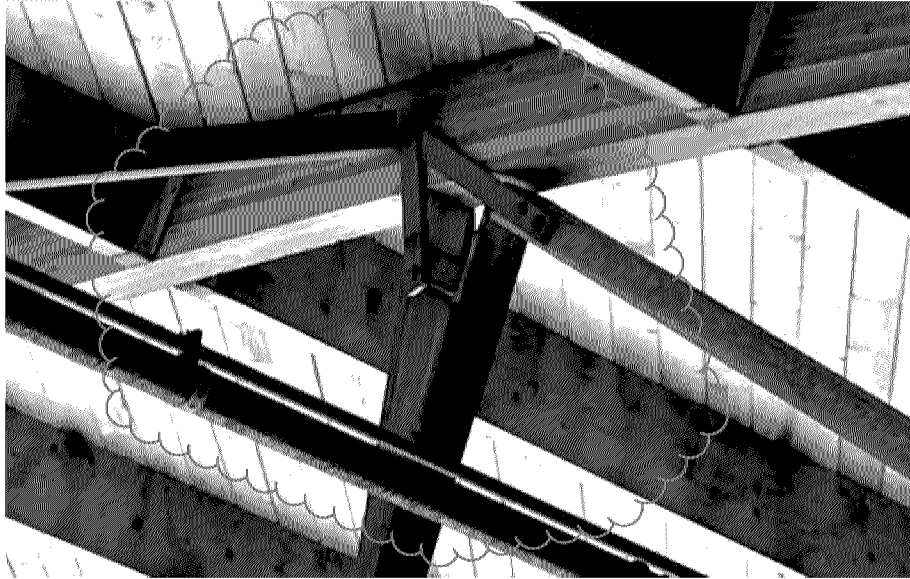
Project Activities	DEED	City	Bank	Other*	Total
Roof/Truss Replacement	\$2,800,000	\$1,418,888			\$4,218,888
Refrigeration/Ice Plant Replacement	\$750,000	\$843,100			\$1,593,100
Health & Safety Costs	\$800,000	\$1,114,220			\$1,914,220
ADA Improvements	\$650,000	\$732,105			\$1,382,105
Project Development Costs	\$0	\$1,868,204			\$1,868,204
Total Costs	\$5,000,000	\$5,976,517			\$10,976,517

Project Timeline

Activity	Finish mm/yy
All permits in place	02/22
Project out for public bid	10/21
Bid accepted	12/21
Project started	04/22
Project complete	11/22
Project inspected and operational	11/22

ATTACHMENT "A"

Picture of Failed Truss Member



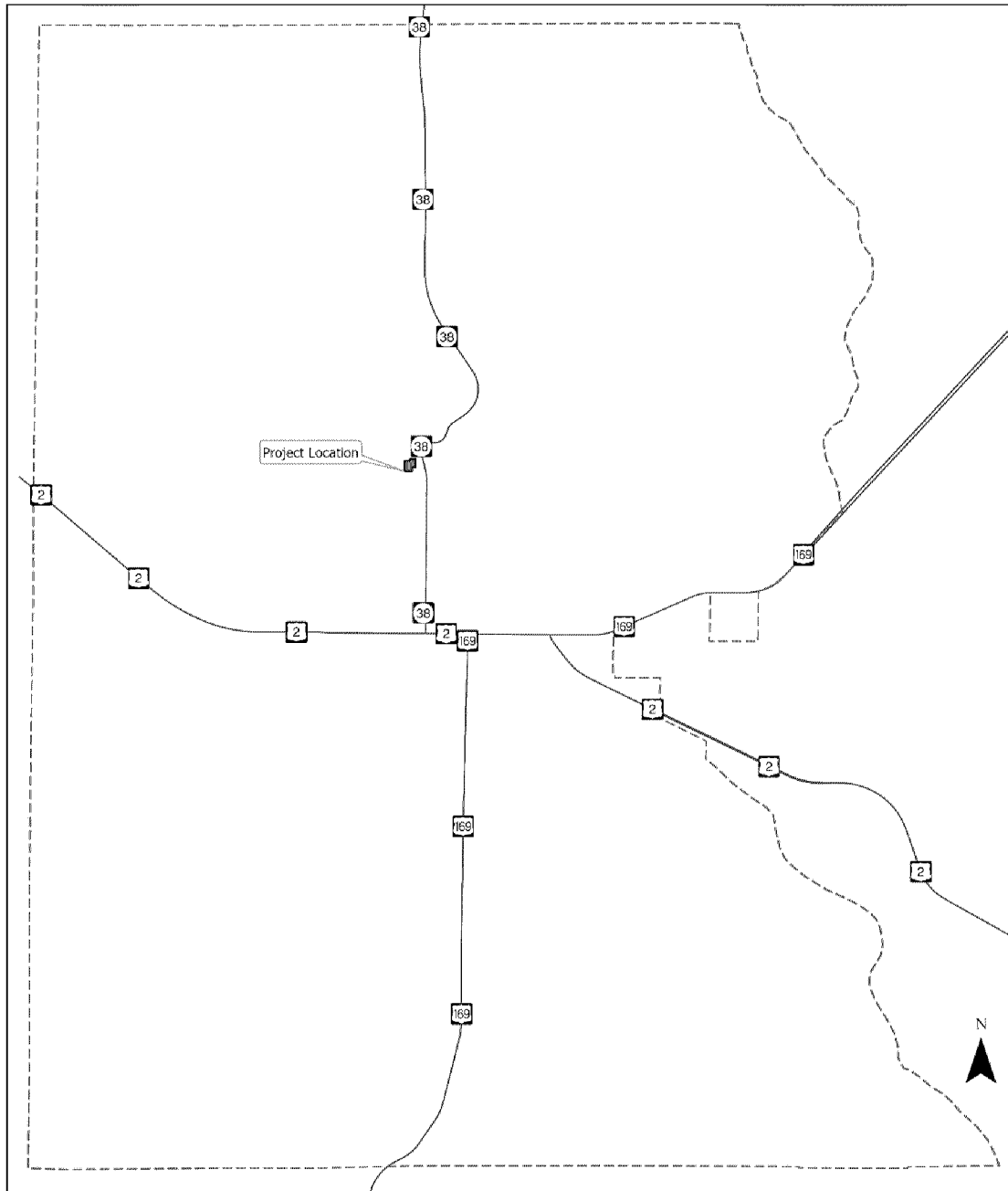
Snow Removal after EVERY snowfall






Notice safety precautions with harnesses and ropes

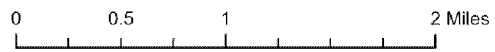


ATTACHMENT "B"

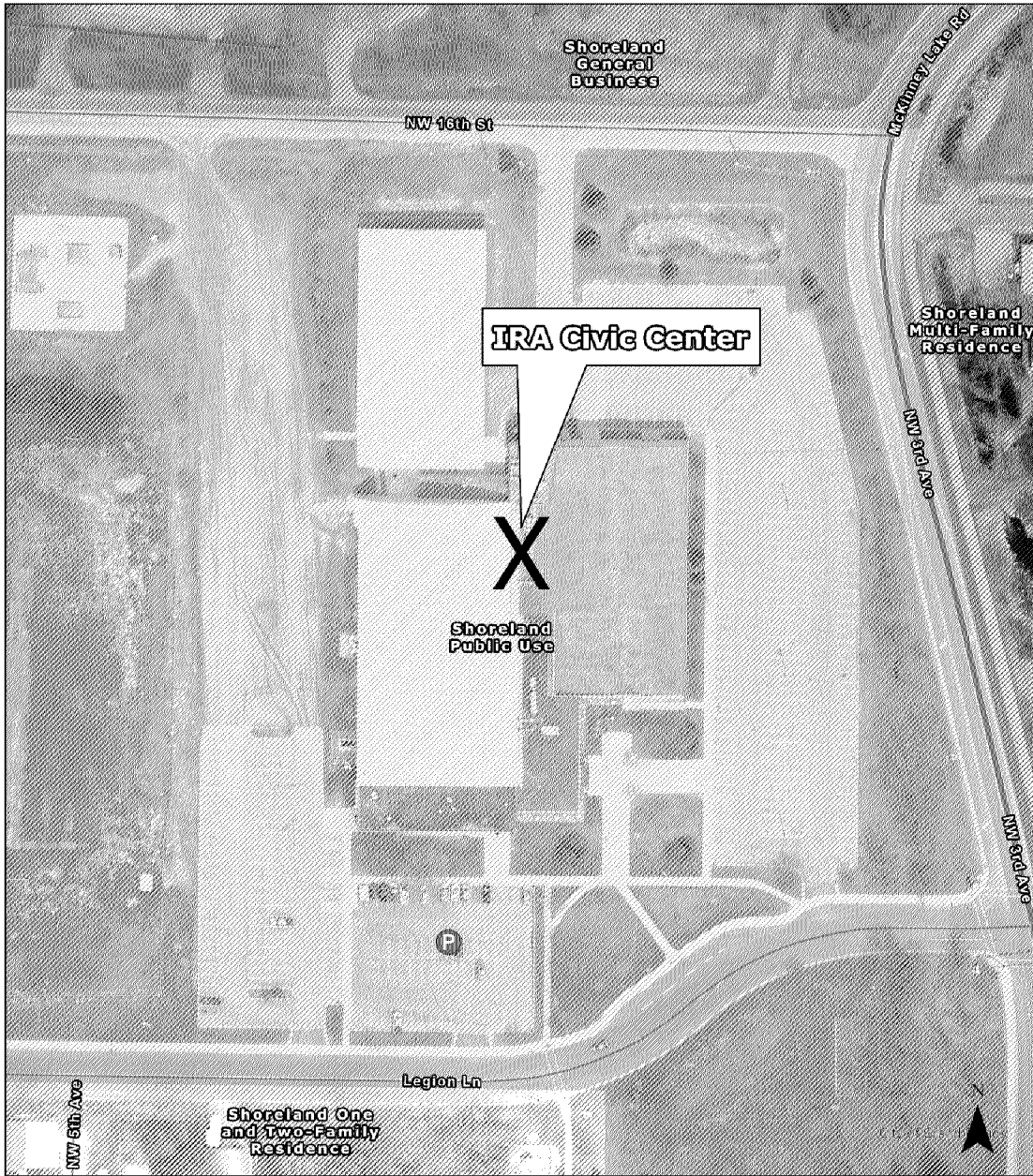


-  IRA Civic Center / Project Location
-  Grand Rapids Streets
-  City Limits

River
Lake

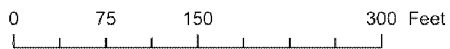


ATTACHMENT "C"



Zone

- Shoreland One and Two-Family Residence
- Shoreland Multi-Family Residence
- Shoreland General Business
- Shoreland Public Use



ATTACHMENT "D"

IRA Civic Center		Grand Rapids, MN					
LEVEL 1	Sq. Ft.	Cost	Budget	Emergency Roof Replacement	Refrigeration Replacement	ADA Improvements	Health and Safety Improvements
Youth Locker room remodel	3,180	\$50	\$159,000				\$159,000
Existing Lobby remodel	3,800	\$75	\$285,000				\$285,000
LEVEL 2							
Upper commons remodel	8,100	\$75	\$607,500	\$607,500			
Subtotal	22,150	\$75	\$1,758,500				
Other							
Ice Plant and sheet		lump	\$1,500,000		\$1,500,000		
Fire Sprinkler (West arena)	33,850	\$3	\$101,550	\$101,550			
West Arena Roof Structure Replacement	33,850		\$3,239,158	\$3,239,158			
- Remove and reinstall dehumidification ductwork		lump	\$10,000	\$10,000			
West and East Entry Plaza	0	lump	\$0				
Site Work / Parking/sidewalks	83,790	\$7	\$586,530	\$260,680	\$93,100	\$121,030	\$111,720
Subtotal Other and Site			\$5,437,238				
Total Construction Cost			\$9,108,313	\$4,218,888	\$1,593,100	\$1,382,105	\$1,914,220
Project Development Costs							
Construction Management		10%	\$910,831	\$421,889	\$159,310	\$138,211	\$191,422
Architect & Engineering Fees		7%	\$637,582	\$295,322	\$111,517	\$96,747	\$133,995
Reimbursable			\$6,348	\$2,941	\$1,110	\$963	\$1,334
Survey, Soil & Construction Testing			\$31,748	\$14,701	\$6,557	\$4,817	\$6,673
F.F.&E. Lump Sum			\$126,969	\$58,814	\$22,203	\$19,267	\$26,685
Technology Infrastructure: ALLOWANCE			\$50,791	\$23,526	\$8,884	\$7,707	\$10,674
Technology Hardware: ALLOWANCE			\$50,791	\$23,526	\$8,884	\$7,707	\$10,674
Plan Review & Permits			\$50,791	\$23,526	\$8,884	\$7,707	\$10,674
Total Development Costs			\$1,868,204	\$866,598	\$326,349	\$283,126	\$392,131
TOTAL BUDGET			\$10,976,517	\$5,085,486	\$1,919,449	\$1,665,231	\$2,306,351

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said McVeish Dunn Post No. 60 American Legion, Department of Minnesota, party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

IN TESTIMONY WHEREOF, the said party has caused these presents to be executed in its corporate name by its Commander and its Adjutant and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of
J. D. Murphy
Lynn Query

McVeish Dunn Post No. 60
American Legion
By Elmer Thielke
Elmer Thielke
Its Commander

By William J. Martineau
William J. Martineau
Its Adjutant

STATE OF MINNESOTA)
)
COUNTY OF ITASCA)

On this 14th day of April, 1966, before me, a Notary Public within and for said County, personally appeared Elmer Thielke and William J. Martineau, to me personally known, who, being each by me duly sworn did say that they are respectively the Commander and the Adjutant of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of a resolution approved by the membership of the McVeish Dunn Post No. 60 American Legion at a regular meeting held April 5, 1966, and said Elmer Thielke and William J. Martineau acknowledged said instrument to be the free act and deed of said corporation.

J. D. Murphy
J. D. MURPHY
Notary Public Itasca County, Minnesota
My commission expires August 20, 1969

ATTACHMENT "F"

CITY OF GRAND RAPIDS
CIVIC CENTER DEPARTMENT
ACTUAL 2016-2019 EXPENDITURES, 2020 BUDGET, YEAR TO DATE, PROPOSED 2021 BUDGET

	2020 BUDGET	ACTUAL YTD 10/31/2020	PROPOSED 2021 BUDGET	PROPOSED 2022 BUDGET	PROPOSED 2023 BUDGET	PROPOSED 2024 BUDGET
REVENUES:						
INTERGOVERNMENTAL						
State of Minnesota	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CHARGES FOR SERVICES						
Open Skating	3,500	817	2,500	2,563	2,627	2,692
Concessions-Lower Level	96,000	51,598	-	-	-	-
Concessions-Upper Level	10,000	5,617	-	-	-	-
Concessions-Sports Complex	-	-	-	-	-	-
TOTAL CHARGES FOR SERVICES	109,500	58,032	2,500	2,563	2,627	2,692
MISCELLANEOUS REVENUE						
Rent-Ice-Other	79,849	85,114	90,896	93,168	95,498	97,885
GRAHA	149,000	65,772	218,760	224,229	229,835	235,581
ISD 318	167,151	137,083	172,165	176,469	180,881	185,403
Rent-MUP	-	-	-	-	-	-
Rent-Summer Ice	52,000	12,768	60,000	61,500	63,038	64,613
Ice Rent - Tournaments	70,000	45,136	-	-	-	-
Rent - Dry Floor	45,000	6,000	40,000	41,000	42,025	43,076
Rent - Dry Floor MUP	-	400	500	513	525	538
Rent - Table/Chair	7,000	578	7,000	7,175	7,354	7,538
Advertising Signs	71,000	61,209	72,000	73,800	75,645	77,536
Zamboni Advertising	8,000	3,000	6,000	6,150	6,304	6,461
Skate Sharpening	1,500	1,073	1,500	1,538	1,576	1,615
Contributions	-	-	-	-	-	-
Miscellaneous	-	603	-	-	-	-
Rebates	-	858	-	-	-	-
Vending Machines	4,800	1,380	-	-	-	-
Video Game Vending	1,200	428	1,000	1,025	1,051	1,077
Candy Vending	4,000	1,468	-	-	-	-
ATM Commissions	1,800	908	1,800	1,845	1,891	1,938
Pro Shop	1,500	473	-	-	-	-
Pro Shop non-taxable	-	-	-	-	-	-
Commissions-Vending	-	-	-	-	-	-
Investment Income	-	-	-	-	-	-
TOTAL MISCELLANEOUS REVENUE	663,800	424,251	671,621	688,412	705,622	723,262
OTHER SOURCES						
Sale of Genl Fixed Assets	-	-	-	-	-	-
Insurance Recovery	-	-	-	-	-	-
Operating Transfer in	-	-	-	-	-	-
TOTAL OTHER SOURCES	-	-	-	-	-	-
TOTAL REVENUES	\$ 773,300	\$ 482,283	\$ 674,121	\$ 690,974	\$ 708,248	\$ 725,955

EXPENDITURES:

Operating Transfer Out	-	-	-	-	-	-
PERSONNEL						
Salary-Fulltime	179,110	76,254	101,711	104,254	106,260	109,522
Salary-Fulltime/Overtime	-	419	-	-	-	-
Salary-Parttime	90,693	49,376	91,616	93,906	96,254	98,660
Salary-Parttime/Overtime	2,010	249	2,010	2,060	2,112	2,165
Contracted Services + Police	2,010	1,160	2,010	2,060	2,112	2,165
PERA	15,132	7,056	9,862	10,109	10,361	10,620
FICA	16,853	7,539	12,111	12,414	12,724	13,042
Police Pension	356	205	356	365	374	383
Medicare	3,971	1,780	2,862	2,934	3,007	3,082
Health Insurance	59,741	25,034	29,125	29,843	30,610	31,375
Life Insurance	86	63	37	38	39	40
Dental Insurance	-	-	-	-	-	-
Healthcare Savings	-	2,401	-	-	-	-
Recruitment Insurance	1,010	1,321	1,010	1,035	1,061	1,088
Workers Compensation	5,950	4,924	5,950	6,099	6,251	6,407
TOTAL PERSONNEL	375,926	176,284	259,670	265,137	271,765	278,659
SUPPLIES & MATERIALS						
Office Supplies	600	15	500	513	525	538
Copy Supplies	-	-	-	-	-	-
Assets Between \$700 - \$4,999	3,000	-	2,000	2,050	2,101	2,154
Inventory Supplier	1,000	-	500	513	525	538
Operating Supplier	12,000	7,460	12,000	12,200	12,600	12,923
Dry Clean/Event Supplies	1,500	3,461	1,500	1,538	1,576	1,615
Motor Fuel	500	224	700	718	735	754
Maintenance Tools/Sup	1,500	823	1,500	1,538	1,576	1,615
Uniform/Clothing/Safety	1,000	500	1,500	1,538	1,576	1,615
Concession Supplier	55,000	27,145	-	-	-	-
Vending Supplier	4,000	3,322	-	-	-	-
Pro Shop Supplier	1,000	-	-	-	-	-
Concession Sup-GR Sports	-	-	-	-	-	-
Curling Operating Supplier	-	-	-	-	-	-
TOTAL SUPPLIES & MATERIALS	83,100	43,021	20,200	20,705	21,222	21,752
OTHER CHARGES & SERVICES						
Professional Service	-	-	-	-	-	-
Accounting/Auditing Service	800	1,046	11,700	11,893	12,292	12,600
Legal	-	-	-	-	-	-
Other Contract Services	12,000	4,940	9,000	9,225	9,456	9,692
Facilities Maintenance Charge	-	-	-	-	-	-
Telephone	5,000	3,893	5,000	5,125	5,253	5,384
Postage/Freight	200	-	100	102	105	108
Seminar/Meeting/Schools	1,000	82	1,000	1,025	1,051	1,077
Auto Mileage	-	-	-	-	-	-
Auto Licenses	-	29	-	-	-	-
Publicizing & Advertising	500	350	500	513	525	538
General Insurance	6,500	9,060	9,000	9,225	9,456	9,692
Electricity	135,000	17,343	135,000	131,375	101,375	103,969
Water	5,800	3,444	5,900	6,048	6,199	6,354
Sewer	5,800	3,022	5,900	6,048	6,199	6,354
Garbage Removal	7,500	6,329	8,000	8,200	8,405	8,615
Heat-Natural Gas	29,000	24,923	40,000	41,000	42,025	43,076
Maintenance Contracts	200	-	200	205	210	215
Building Maint/Repair	38,000	22,015	40,000	41,000	42,025	43,076
Computer Maintenance/Rep	1,200	-	1,000	1,025	1,051	1,077
Gen Equip Maint/Repair	22,000	33,467	30,000	30,750	31,519	32,307
MC/VISA Bank Charges	500	252	500	515	530	546
Miscellaneous Expense	-	-	-	-	-	-
Carb Short and Over	-	(149)	-	-	-	-
Over & Subscriptions	1,000	822	1,000	1,025	1,051	1,077
Advertising Production	1,100	423	1,000	1,025	1,051	1,077
Summer Ice Programming	3,900	513	3,000	3,075	3,152	3,231
Marketing	-	-	-	-	-	-
Copy Machine Lease	1,000	355	400	410	420	431
Loan Repayment	14,583	14,583	14,583	14,583	14,583	14,583
TOTAL OTHER CHARGES & SERVICES	303,583	216,592	322,883	322,591	296,031	305,118
EQUIPMENT						
Eqpt/Machinery/Furn/Fix	-	-	-	-	-	-
Building/Blgd Improvements	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL TOTAL EXPENDITURES	762,609	437,897	601,752	609,432	591,019	605,420
REVENUE Excess Revenue + Exp	\$ 10,691	\$ 44,386	\$ 72,368	\$ 81,542	\$ 117,229	\$ 120,525

APPENDIX "G"





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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1611 **Version:** 1 **Name:** Board & Commission Minutes
Type: Minutes **Status:** Approved
File created: 1/8/2021 **In control:** City Council
On agenda: 1/11/2021 **Final action:**
Title: Review and acknowledge minutes for Boards & Commissions.
Sponsors:
Indexes:
Code sections:
Attachments: [November 25, 2020 - HRA minutes](#)

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

**THE HOUSING AND REDEVELOPMENT AUTHORITY
OF GRAND RAPIDS, MN
REGULAR MEETING
November 25, 2020**

CALL TO ORDER

Pursuant to due notice and call thereof, a Regular Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chair Blake, at 4:01 p.m. Pursuant to Minnesota 13D.021, Subdivision 1, members appeared by telephone or other electronic means.

CALL OF ROLL

HRA Commissioners Present: Kathleen Blake, Isaac Meyer, Chris Henrichsen, Michelle Toven, Marilyn Rossman

HRA Commissioners Absent: None

HRA Staff: Diane Larson, Interim Executive Director; Dana Abbott, Operations Assistant

Guests Present: Renee Patrow, City of Grand Rapids Finance Department

PUBLIC FORUM:

No comment

PUBLIC HEARING:

Commissioner Meyers made a motion to open the public hearing; seconded by Commissioner Rossman.

Motion Carried

Larson explained the purposed of the hearing was to hear public comment on the proposed disposition of property. No members of the public were present, and no comment heard.

Commissioner Meyer made a motion to dispense with the reading of the public hearing process; seconded by Commissioner Toven. **MC**

Commissioner Meyer made a motion to close the public hearing; seconded by Commissioner Toven. **MC**

APPROVAL OF REGULAR MEETING MINUTES

Commissioner Toven made a motion to approve the Regular Meeting Minutes of October 28th, 2020; seconded by Commissioner Henrichsen. **Ayes:** Blake, Meyer, Henrichsen, Toven, Rossman **Nays:** None **Absent:** None **Motion Carried**

CONSENT AGENDA

1. Approve verified claims for Public Housing in the amount of \$30,877.94.
2. Approve verified claims for the Crystal Lake Townhome project in the amount of \$34,147.36.
3. Approve verified claims for Pooled Housing in the amount of \$32,975.73.
4. Accept Vacancy Report for all owned housing for the period through 11.01.2020.

Commissioner Meyer made a motion to approve the consent agenda. Commissioner Henrichsen seconded the motion. **Ayes:** Blake, Meyer, Henrichsen, Toven, Rossman **Nays:** None **Absent:** None **Motion Carried.**

FINANCIAL REPORTS

Patrow provided a summary review of the financial reports for the period ending 10/31/20. Commissioner Toven made a motion to approve the statements as presented; seconded by Commissioner Henrichsen. **Ayes:** Blake, Meyer, Henrichsen, Toven, Rossman **Nays:** None **Absent:** None **Motion Carried**

CHAIR, EXECUTIVE DIRECTOR, AND COMMITTEE REPORTS

Merger Committee Update:

Commissioner Meyer updated the board on the status of the survey work. Meyer stated that the main item discussed at the last merger committee meeting was the proposed resolutions to transfer the properties which is on the agenda for consideration today.

Larson informed the board that the Itasca County HRA is proposing the appointment a standing committee comprised of one to three current GRHRA board members to assist during the transition. Larson reviewed the proposed standing committee's role as discussed by the ICHRA board.

Commissioner Meyer made a motion to formally ask the ICHRA board to establish a standing committee as proposed; seconded by Commissioner Henrichsen. **Ayes:** Blake, Meyer, Henrichsen, Toven, Rossman **Nays:** None **Absent:** None **Motion Carried**

RESIDENT COMMISSIONER REVIEW COMMITTEE:

Commissioner Blake updated the board on the resident commissioner committee's progress in the resident commissioner application process. They have narrowed the five applicants to two possible candidates. The committee will bring their recommendation to the December meeting.

OLD BUSINESS:

None

NEW BUSINESS:

Consider Adoption of Resolution 2020-07 Authorizing Transfer of Sole Member Ownership Interest in Grand Rapids Property Development LLC:

Motion by Commissioner Meyer, seconded by Commissioner Toven to approve Resolution 2020-07, **RESOLUTION AUTHORIZING TRANSFER OF SOLE MEMBER OWNERSHIP INTEREST IN GRAND RAPIDS PROPERTY DEVELOPMENT, LLC TO HOUSING AND REDEVELOPMENT AUTHORITY (HRA) OF ITASCA COUNTY, MINNESOTA**

See full copy of Resolution as attached.

Aye: Blake, Meyer, Henrichsen, Toven, Rossman

Nay: None

Absent: None

Motion Carried.

Consider Adoption of Resolution 2020-06 Authorizing Execution of Transfer Agreement and all Documents Necessary to Complete Merger:

Motion by Commissioner Rossman, seconded by Commissioner Meyer to approve Resolution 2020-06, RESOLUTION AUTHORIZING EXECUTION OF TRANSFER AGREEMENT AND ALL DOCUMENTS NECESSARY TO COMPLETE MERGER WITH HOUSING AND REDEVELOPMENT AUTHORITY (HRA) OF ITASCA COUNTY, MINNESOTA AND AUTHORIZING DISSOLUTION UPON COMPLETION OF MERGER

See full copy of Resolution as attached.

Aye: Blake, Meyer, Henrichsen, Toven, Rossman

Nay: None

Absent: None

Motion Carried.

Commissioner Meyer asked the meeting minutes reflect that the transfer of real property has come after years of work in the community and he believes there is a great future for these assets. Meyer further noted he is very thankful for all the work that has taken place over the years.

Larson commended the board on the action that was made with these resolutions. This is a historical moment for the HRAs and feels that this is one of the best things that has happened for affordable housing in our area.

Consider the Termination of all GRHRA employees effective 12.31.2020:

Larson explained that this is referring to one remaining employee of the Grand Rapids HRA and that the ICHRA has extended an offer to the employee effective 1.01.2021. Commissioner Henrichsen asked if the pay and benefit plan offered is commensurate with current employment. Larson noted that the pay rate is the same but that benefit levels between the two organizations vary.

Motion by Commissioner Toven, seconded by Commissioner Blake to approve the termination of all GRHRA employees effective 12.31.2020. **Aye:** Blake, Meyer, Henrichsen, Toven, Rossman **Nays:** None **Absent:** None **Motion Carried**

OTHER BUSINESS:

- December 7, 2020 the Grand Rapids City Council will conduct a public hearing and consider a Resolution regarding the merger.
- Blake asked that the minutes reflect that she will hand deliver cake to all GRHRA commissioners!


NEXT MEETING:

The next regular meeting of the GRHRA Board of Commissioners will be held on Wednesday, December 16th, 2020 beginning at 4:00 p.m. The meeting will most likely continue to be held by telephone or other electronic means pursuant to Minnesota Statute 13D.021, Subdivision 1.

ADJOURNMENT

There being no further business to come before the GRHRA Board of Commissioners, Commissioner Rossman made a motion to adjourn the meeting at 5:03 p.m., seconded by Commissioner Meyer. **Ayes:** Blake, Meyer, Henrichsen, Toven, Rossman **Nays:** None **Absent:** None **Motion Carried**

Prepared by: *Dana Abbott*

Signed 
Commissioner Chris Henrichsen, Secretary